

<i>SERFF Tracking Number:</i>	<i>PERR-125558094</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Employer's Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>#102424 \$50</i>
<i>Company Tracking Number:</i>	<i>OBIC-CP-ELS-AR-08-01-F</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Entertainment, Leisure and Sports</i>		
<i>Project Name/Number:</i>	<i>OBIC-CP-ELS-AR-08-01-F/OBIC-CP-ELS-AR-08-01-F</i>		

## Filing at a Glance

Company: Employer's Fire Insurance Company

Product Name: Entertainment, Leisure and Sports  
 SERFF Tr Num: PERR-125558094 State: Arkansas

TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: #102424 \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: OBIC-CP-ELS-AR-08-01-F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Neresa Torres, Olga E. Burciaga	Disposition Date: 04/21/2008
	Date Submitted: 04/14/2008	Disposition Status: Approved
Effective Date Requested (New): 05/12/2008		Effective Date (New): 05/12/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: OBIC-CP-ELS-AR-08-01-F	Status of Filing in Domicile: Pending
Project Number: OBIC-CP-ELS-AR-08-01-F	Domicile Status Comments:
Reference Organization: Insurance Services Office Inc. (ISO)	Reference Number: All currently approved forms
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 04/21/2008	
State Status Changed: 04/16/2008	Deemer Date:
Corresponding Filing Tracking Number: OBIC-CP-ELS-AR-08-01-R (Exempt)	
Filing Description:	
On behalf of Employers' Fire Insurance Company (the "Company"), we are submitting this filing to introduce a new Entertainment, Leisure and Sports Program. The company is also proposing to adopt currently approved ISO forms. Though we are primarily using the latest Insurance Services Office (ISO) Commercial Property forms for this program	

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approved in this state, we are also filing independent forms that are designed to meet the specialized coverage needs of the entertainment industry. Please see the enclosed memorandum and supporting material for more detailed information.

The Company respectfully requests that the proposed forms be implemented for all policies effective May 12, 2008 or upon earliest possible date of acknowledgment or approval.

Also included is authorization for Perr&Knight to submit this filing on behalf of the captioned Company. All correspondence related to this filing should be directed to Perr&Knight. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

We trust you will find this submission acceptable, and as such look forward to your approval. Please do not hesitate to contact us with any questions or comments.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Neresa Torres, State Filings Project Coordinator	doi@perrknight.com
881 Alma Real Drive	(888) 201-5123 [Phone]
Pacific Palisades, CA 90272	(310) 230-8529[FAX]

### Filing Company Information

Employer's Fire Insurance Company	CoCode: 20648	State of Domicile: Massachusetts
44 Whippany Road	Group Code: 1129	Company Type:
Morristown, NJ 07962	Group Name:	State ID Number:
(310) 230-9339 ext. 120[Phone]	FEIN Number: 04-1288420	
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## Filing Fees

SERFF Tracking Number: PERR-125558094 State: Arkansas  
Filing Company: Employer's Fire Insurance Company State Tracking Number: #102424 \$50  
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TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Entertainment, Leisure and Sports  
Project Name/Number: OBIC-CP-ELS-AR-08-01-F/OBIC-CP-ELS-AR-08-01-F

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50 for form filing  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employer's Fire Insurance Company	\$0.00	04/14/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
102424	\$50.00	04/09/2008

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	04/21/2008	04/21/2008

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## Disposition

Disposition Date: 04/21/2008

Effective Date (New): 05/12/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125558094 State: Arkansas

Filing Company: Employer's Fire Insurance Company State Tracking Number: #102424 \$50

Company Tracking Number: OBIC-CP-ELS-AR-08-01-F

TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Entertainment, Leisure and Sports

Project Name/Number: OBIC-CP-ELS-AR-08-01-F/OBIC-CP-ELS-AR-08-01-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memo and Letter of Authorization	Approved	Yes
Form	Commercial Property - Coverage Form Extension A	Approved	Yes
Form	Commercial Property - Coverage Form Extension B	Approved	Yes
Form	Commercial Property - Coverage Form Extension C	Approved	Yes
Form	Sewer & Drains Back Up Amendment	Approved	Yes
Form	Locked Vehicle Warranty	Approved	Yes
Form	Automatic Cooking Protection Systems	Approved	Yes
Form	Commercial Property - Coverage Form Extension G	Approved	Yes
Form	Limitation Of Catastrophe Limit Of Liability	Approved	Yes
Form	Golf Course Greens And Fairways	Approved	Yes
Form	Country Club Coverage Endorsement	Approved	Yes
Form	Country Club Broadened Coverage	Approved	Yes

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TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Product Name: Entertainment, Leisure and Sports

Project Name/Number: OBIC-CP-ELS-AR-08-01-F/OBIC-CP-ELS-AR-08-01-F

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial Property - Coverage Form Extension A	CP 300	1005	Endorsement/Amendment/Conditions		0.00	EBI CP 300.pdf
Approved	Commercial Property - Coverage Form Extension B	CP 301	1005	Endorsement/Amendment/Conditions		0.00	CP 301 1005 Prop Ext B.pdf
Approved	Commercial Property - Coverage Form Extension C	CP 302	1005	Endorsement/Amendment/Conditions		0.00	CP 302 1005 Prop Ext C.pdf
Approved	Sewer & Drains Back Up Amendment	CP 303	1005	Endorsement/Amendment/Conditions		0.00	CP 303 1005 Sewers and Drains.pdf
Approved	Locked Vehicle Warranty	CP 304	1005	Endorsement/Amendment/Conditions		0.00	CP 304 1005 Locked Vehicle Warranty.pdf
Approved	Automatic Cooking Protection Systems	CP 305	1005	Endorsement/Amendment/Conditions		0.00	CP 305 1005 Cooking Prot Systems.pdf
Approved	Commercial Property - Coverage Form Extension G	CP 306	1005	Endorsement/Amendment/Conditions		0.00	CP 306 1005 Prop Ext G.pdf
Approved	Limitation Of Catastrophe Limit Of Liability	CP 307	1005	Endorsement/Amendment/Conditions		0.00	CP 307 1005 Limitation of Catastrophe Limit.pdf

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Product Name: Entertainment, Leisure and Sports  
 Project Name/Number: OBIC-CP-ELS-AR-08-01-F/OBIC-CP-ELS-AR-08-01-F

Approved	Golf Course Greens And Fairways	CP 308	1005	Endorsement/Amendment/Conditions	0.00	CP 308 1005 Golf Course Greens Fairways.pdf
Approved	Country Club Coverage Endorsement	CP 309	1005	Endorsement/Amendment/Conditions	0.00	CP 309 1005 Country Club Enhancement.pdf
Approved	Country Club Broadened Coverage	CP 310	1005	Endorsement/Amendment/Conditions	0.00	CP 310 1005 Country Club Broadened Coverage.pdf





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL PROPERTY - COVERAGE FORM EXTENSION A

In consideration of an additional premium of: \$NIL.

The Limits of Insurance are provided for the Additional Coverages shown the Schedule below.

Coverages	Limit of Insurance
1. Accounts Receivable	\$50,000
2. Brands and Labels	\$25,000
3. Claim Expenses	\$10,000
4. Consequential Damage	\$25,000
5. Debris Removal	\$50,000
6. Electronic Data Processing Property	\$25,000
7. Employee Dishonesty	\$5,000
8. Exhibition, Fair or Trade Show	\$10,000
9. Fine Arts	\$25,000
10. Fire Department Service Charges	\$25,000
11. Fire Equipment Recharge	\$10,000
12. Installation on Job Site	\$10,000
13. Inventory Cost and Appraisal	\$25,000
14. Money & Securities On and Off Premises	\$5,000
15. Miscellaneous Unnamed Locations	\$100,000
16. Newly Acquired or Constructed Property	\$500,000
17. Ordinance or Law Coverage	\$250,000 Combined A, B & C
Coverage <b>A</b> - Loss to the Undamaged Portion of the Building	
Coverage <b>B</b> - Demolition Cost of Coverage	
Coverage <b>C</b> - Increased Cost of Construction	
18. Outdoor Property	\$2,500/\$250 per item
19. Personal Effects and Property of Others	\$25,000
20. Pollutant Clean Up	\$15,000
21. Property Off-Premises	\$25,000
22. Property In Transit	\$25,000
23. Signs	\$10,000
24. Valuable Papers and Records including cost of Research	\$50,000

You may purchase increased Limits of Insurance, and we will charge you an additional premium. If you purchase increased Limits of Insurance for any of these Additional Coverages, the Limit of Insurance shown in the Declarations will reflect your total Limit of Insurance.

**A deductible amount of \$1000** or the amount stated of the Declarations Page, whichever is greater, will apply to each loss after all other adjustments have been made unless otherwise stated. If no deductible is shown in the Declarations with the Additional Coverage, then the Property Deductible will apply.

**NO DUPLICATION OF COVERAGE:** If more than one coverage or deductible of this policy applies to the same loss, damage or expense, only the largest applicable Limit of Insurance and deductible amount will apply.

Unless stated otherwise, all of the following changes modify only the insurance provided under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, when such coverages are provided under this policy.

### **1. Accounts Receivable**

- a. We will pay:
  - 1) All amounts due from your customers that you are unable to collect;
  - 2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - 3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
  - 4) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from Covered Causes of Loss to your records of accounts receivable within the premises shown in the Declarations.
- b. We will not pay for loss or damage:
  - 1) Caused by or resulting from bookkeeping, accounting or billing errors or omissions;
  - 2) Caused by or resulting from alteration, falsification, concealment or destruction of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property;
  - 3) Caused by or resulting from unauthorized instructions to transfer property to any person or to any place; or
  - 4) That requires any audit of records or any inventory computation to prove its factual existence.
- c. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the applicable Limit of Insurance for Accounts Receivable shown on the Schedule.

### **2. Brands and Labels**

- a. If branded or labeled merchandise that is Covered Property is damaged by any Covered Cause of Loss, and we take all or part of the property at an agreed or appraised value, we will pay expenses you incur to:
  - 1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
  - 2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Brands and Labels shown on the Schedule.

### **3. Claim Expenses**

- a. In the event of covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:
  - 1) The investigation or a claim or suit; or
  - 2) The determination of the amount of loss, such as taking inventory.
- b. However, we will not pay for:
  - 1) Expenses to prove that loss or damage is covered;
  - 2) Expenses incurred under the Appraisal Loss Condition;
  - 3) Expenses incurred for examinations under oath, even if required by us; or
  - 4) Public adjusters' fees.
- c. The most we will pay under this Additional Coverage for all expenses in any one occurrence is the Limit of Insurance for Claim Expenses shown on the Schedule.
- d. No deductible applies to this Additional Coverage.

### **4. Consequential Damage**

- a. If a Covered Cause of Loss occurs to covered "stock," we will pay any reduction in value of the remaining undamaged parts of covered "stock."
- b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Consequential Damage shown on the Schedule.

### **5. Debris Removal**

The additional limit of \$10,000 for "Debris Removal," shown in A., 4, a. Debris Removal, (4), is increased to the Limit shown for Debris Removal on the Schedule.

### **6. Electronic Data Processing Property**

- a. We will pay for direct physical loss or damage to your "electronic data processing property" caused by or resulting from any Covered Cause of Loss.

The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.

b. "Electronic Data Processing Property" means:

- 1) "Electronic data processing equipment";
- 2) "Electronic data processing media"; and
- 3) "Telephone equipment".

c. "Electronic data processing equipment" means:

- 1) Data processing systems;
- 2) Electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself; and
- 3) Equipment, component parts and related peripheral equipment, including air-conditioning and fire protection equipment, used solely for data processing operations.

d. "Electronic data processing equipment" does not mean:

- 1) Systems, equipment or parts held for sale or distribution;
- 2) Systems, equipment or parts that have been sold;
- 3) Systems, equipment or parts in the course of manufacture; or
- 4) "Telephone equipment".

e. "Electronic data processing media" means:

- 1) Punch cards, tapes, discs, diskettes, drums, cells;
- 2) Other magnetic or optical recording or storage devices;
- 3) Any software, data, or other information recorded on such media; and
- 4) Any original source material used to enter or program such information.

f. "Electronic data processing media" does not mean:

- 1) Media held for sale or distribution;
- 2) Media that has been sold; or
- 3) "Telephone equipment".

g. "Telephone equipment" means telephone systems and their component parts you own or in your care, custody or control. "Telephone equipment" does not mean telephone systems or their component parts for sale or sold.

h. This Additional Coverage does not apply to:

- 1) The cost to research, replace or restore the information on "Electronic data processing media"; or
- 2) Loss or damage caused by or resulting from errors or omissions in the development of, programming of, or instructions to:

a) "Electronic data processing equipment"; or

b) "Electronic data processing media" which is faulty, inadequate or defective for the use intended at the time of loss or damage.

i. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Electronic Data Processing Property shown on the Schedule.

## 7. Employee Dishonesty

a. We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

b. This Additional Coverage covers acts committed within the United States of America (including its territories and possessions), Puerto Rico and Canada.

c. This Additional Coverage does not apply to:

- 1) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon an inventory computation or a profit and loss computation; or
- 2) Loss resulting from fraudulent or dishonest signing, issuing, canceling or failure to cancel, a warehouse receipt or any papers connected with it.

d. "Employee" does not include you, any of your partners, or any leased employee, whether acting alone or in collusion with others.

e. "Money" means: Currency, coins and bank notes in current use and having a face value; and Travelers checks, register checks and money orders held for sale to the public.

f. "Other Property" means any tangible property other than "money" and "securities" that has intrinsic value.

g. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

- 1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- 2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

- h. "Theft" means the unlawful taking of "money", "securities" and "other property" to your deprivation.
- i. The most we will pay under this Additional Coverage for loss in any one occurrence is the Limit of Insurance for Employee Dishonesty shown on the Schedule.
- j. "Occurrence", as used in this Additional Coverage, means all loss caused by, or involving, one or more "employees", whether the result of a single act or a series of acts.

## **8. Exhibition, Fair or Trade Show**

- a. We will pay for direct physical loss or damage to Covered Property caused by or resulting from any Covered Cause of Loss while temporarily on public display at any exhibition, fair or trade show within the United States of America (including its territories and possessions), Puerto Rico or Canada.
- b. Covered Property, as used in this Additional Coverage, means Your Business Personal Property and personal property of others that is in your care, custody or control. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.
- c. This Additional Coverage does not apply to:
  - 1) "Electronic data processing property", as defined under Additional Coverage 6 above;
  - 2) Property in transit to or from any exhibition, fair or trade show;
  - 3) "Fine arts", as defined under Additional Coverage 9 below; or
  - 4) "Valuable papers and records", as defined under Additional Coverage 24 below.
- d. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Exhibition, Fair or Trade Show shown on the Schedule.

## **9. Fine Arts**

- a. We will pay for direct physical loss of or damage to "Fine Arts" from any of the Covered Causes of Loss. The loss or damage must occur at, or within 1,000 feet of, the premises described in the Declarations. The "fine arts" must be your property or the property of others that are in your care, custody or control.
- b. "Fine Arts" means paintings, rare books, manuscripts, pictures, prints, etchings, drawings, tapestries, art glass windows, rare glass,

bronzes, antique silver, statuary, potteries, porcelains, marble, other bona fide works of art, and other items of rarity or historical value.

- c. We will not pay for loss or damage caused by or resulting from any repairing, restoration or retouching of the "fine arts".
- d. "Fine arts" are valued based on their "market value" at the time of loss or damage. With respect to "Fine arts" not owned by you, we will not pay more than the amount for which you are contractually liable. "Market value" is the price which the "fine arts" might be expected to realize if offered for sale in a fair market on the date of loss or damage.
- e. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Fine Arts shown on the Schedule.

## **10. Fire Department Service Charges**

The additional limit of \$1,000 for "Fire Department Service Charges", shown in A., 4., c., is increased to the Limit shown on the Schedule.

## **11. Fire Equipment Recharge**

- a. We will pay expenses you incur to recharge your automatic fire protection equipment that was discharged:
  - 1) To fight a fire; or
  - 2) As the result of any Covered Cause of Loss.
- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Fire Equipment Recharge shown on the Schedule.
- c. No deductible applies to this Additional Coverage

## **12. Installation on Job Site**

- a. We will pay for direct physical loss of or damage to Your Business Personal Property that you have sold under an installation agreement, caused by or resulting from any Covered Cause of Loss, while such property is:
  - 1) At a job site or temporarily warehoused elsewhere:
    - a) Awaiting and during installation;
    - b) Awaiting and during tests; or
    - c) Awaiting acceptance by the buyer; or
  - 2) In transit to or from such job site or temporary warehouse.

- b. This Additional Coverage applies to property located within the United States of America (including its territories and possessions), Puerto Rico and Canada.
- c. We will not pay for any loss or damage to:
  - 1) Property not part of or destined to become part of the installation; or
  - 2) Tools, materials, supplies, fixtures, or any other property other than property that you have sold and are contractually obligated to install.
- d. The insurance provided by this Additional Coverage ends when one of the following first occurs:
  - 1) This policy expires or is cancelled;
  - 2) The property is accepted by the purchaser;
  - 3) The property is put to use for its intended purpose;
  - 4) Your interest in the property ceases; or
  - 5) You abandon the installation with no intent to complete it.
- e. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Installation on Job Site shown on the Schedule.

### **13. Inventory Cost and Appraisal**

- a. We will pay for the cost of any inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to which this insurance applies.
- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Inventory Cost and Appraisal shown on the Schedule.

### **14. Money And Securities**

- a. We will pay for direct physical loss or damage to "money" or "securities" caused by or resulting from any Covered Cause of Loss. The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.
- b. We will deduct from any payment we make for loss or damage to "money" or "securities" the amount you recover from other insurance carried by you or by others.
- c. The words "money" and "securities" have the meanings assigned to them under Additional Coverage 7. above, "Employee Dishonesty".
- d. The most we will pay under this Additional Coverage for loss or damage in any one

occurrence is the Limit of Insurance for Money and Securities shown on the Schedule.

### **15. Miscellaneous Unnamed Locations**

- a. The following changes modify insurance provided under the Building and Personal Property Coverage Form:
  - b. The Coverage Form is extended to include your interest in Covered Property at any unnamed location you own, lease or operate within the United States of America (including its territories and possessions), Puerto Rico or Canada. An "unnamed location" is a location other than the premises described in the Declarations.
- c. This Additional Coverage does not apply to:
  - 1) Property in the care, custody, or control of your salespersons;
  - 2) Property while at any exhibition, fair, or trade show;
  - 3) "Electronic data processing property", as defined under Additional Coverage 6 above;
  - 4) "Fine arts", as defined under Additional Coverage 9 above;
  - 5) "Valuable papers and records", as defined under Additional Coverage 24. below.
  - 6) Property while in transit; or
  - 7) Newly Acquired or Constructed property that is covered under Additional Coverage 16 below.
- d. The following changes modify insurance provided under:
  - Business Income (Without Extra Expense) Coverage Form
  - Business Income (And Extra Expense) Coverage Form
  - Extra Expense Coverage Form
  - 1) The Coverage Form is extended to pay for "loss" at any unnamed location you own, lease or operate within the United States of America (including its territories and possessions), Puerto Rico or Canada. An "unnamed location" is a location other than the premises described in the Declarations.
  - 2) "Loss", as used in this Additional Coverage, means Extra Expense or Loss of Business Income to which the applicable Coverage Form applies.
  - 3) This Additional Coverage does not apply to Newly Acquired Locations that are covered under Additional Coverage 16. below.
- e. The following provisions modify insurance provided under all Coverage Forms.

- f. The Deductible shown in the Declarations applies to this Additional Coverage.
- g. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Miscellaneous Unnamed Locations shown on the Schedule, regardless of the number of coverages or Coverage Forms applicable..

#### **16. Newly Acquired or Constructed Property**

- a. The following changes modify insurance provided under the Building and Personal Property Coverage Form:
  - 1) The additional limits shown for "Newly Acquired or Constructed Property" in the COVERAGE EXTENSIONS Section are deleted.
  - 2) The time shown in paragraph (3)(b) is increased from 30 days to 90 days.
- b. The following changes modify insurance provided under:
  - Business Income (Without Extra Expense) Coverage Form
  - Business Income (And Extra Expense) Coverage Form
  - Extra Expense Coverage Form
  - 1) The additional limits shown for "Newly Acquired Locations" in the COVERAGE EXTENSIONS Section are deleted.
  - 2) The time shown in paragraph c.(2) is increased from 30 days to 90 days
- c. The following provision modifies insurance provided under all Coverage Forms:
- d. The most we will pay under this Additional Coverage for loss and damage in any one occurrence at each building is the Limit of Insurance for Newly Acquired or Constructed Property shown on the Schedule, regardless of the number of coverages or Coverage Forms applicable.

#### **17. Ordinance or Law Coverage**

- a. Each Coverage – Coverage A, Coverage B and Coverage C – applies only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the Building property identified for that Coverage(s) in the Schedule.

- b. We will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

#### **c. Coverage**

- 1) Coverage A – Coverage for Loss to the Undamaged Portion of the Building

If a Covered Cause of Loss occurs to covered Building property, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:

- a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c) Is in force at the time of loss.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered Building property. Coverage A does not increase the Limit of Insurance.

- 2) Coverage B – Demolition Cost Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

The COINSURANCE Additional Condition does not apply to Demolition Cost Coverage.

- 3) Coverage C – Increased Cost of Construction Coverage

- a) If a Covered Cause of Loss occurs to the covered Building property, we will pay for the increased cost to:

- (1) Repair or reconstruct damaged portions of that Building property; and/or
- (2) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

(1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

(2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The COINSURANCE Additional Condition does not apply to Increased Cost of Construction Coverage.

b) When covered Building property is damaged or destroyed by a Covered Cause of Loss and Coverage C applies to that property in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:

(1) The cost of excavations, grading, backfilling and filling;

(2) Foundation of the building;

(3) Pilings; and

(4) Underground pipes, flues and drains.

The items listed in b.(1) through b.(4) above are deleted from Property Not Covered, but only with respect to the coverage described in this provision, 3.b.

## 18. Outdoor Property

The additional limit shown for "Outdoor Property" in the COVERAGE EXTENSIONS Section is increased from \$1,000 to the Limit shown on the Schedule, but we will not pay more than \$250 for any one tree, shrub or plant.

## 19. Personal Effects and Property of Others

a. "Personal Effects and Property of Others" in the COVERAGE EXTENSIONS Section is replaced with the following:

You may extend the insurance that applies to Your Business Personal Property to apply to:

- 1) Personal effects owned by you, your officers, your partners, or your employees. "Personal effects" includes tools owned by your employees that are used in your business.
- 2) Personal property of others that is in your care, custody, or control.

b. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

c. The most we will pay for loss or damage under this Extension at each described premises is the Limit of Insurance for Personal Effects and Property of Others shown on the Schedule.

## 20. Pollutant Clean Up and Removal

The additional limit of \$10,000 shown for "Pollutant Clean Up and Removal" in the ADDITIONAL COVERAGES Section is increased to the Limit shown on the Schedule.

## 21. Property Off-Premises

The additional limit shown for "Property Off Premises" in the COVERAGE EXTENSIONS Section is increased from \$1,000 to the Limit shown on the Schedule.

## 22. Property in Transit

a. This Extension applies only to your personal property to which coverage applies.

b. You may extend the insurance provided by:

- 1) Your Business Personal Property;
- 2) Accounts Receivable;
- 3) Electronic Data Processing Equipment; and
- 4) Exhibition, Fair or Trade Show

to apply to that property while in transit more than 100 feet from the described premises. The property is covered only while it is in transit by means of motor vehicle, railroad, or aircraft between points within the United States of America (including its territories and possessions), Puerto Rico or Canada. "In transit" includes ordinary, reasonable, and necessary stops, interruptions, delays or transfers incidental to the route and method of shipment but not while at premises you own, lease or operate.

c. This Additional Coverage does not apply to:

- 1) Property in the care, custody, or control of your salespersons;
- 2) Property shipped by mail;
- 3) Property of others for which you are responsible as a:
  - a) Carrier for hire; or
  - b) Car loader, consolidator, broker, freight forwarded, shipping association, or other arranger of transportation;
- 4) Property that is covered under any other insurance;
- 5) Loss of damage caused by or resulting from poor or insufficient packaging or packing; or
- 6) Loss or damage that is covered under Additional Coverage 12. above, "Installation on Job Site".



- d. "Property In Transit" in the ADDITIONAL COVERAGE EXTENSIONS of the Causes of Loss – Special Form is deleted.
  - e. The following additional conditions apply to this Additional Coverage:
    - 1) We will not pay for loss or damage if you impair our rights to recover damages from any carrier for hire. But you may accept from carriers for hire bills of lading, receipts, contracts, or transportation, which contain a limitation of value.
    - 2) Our payment of loss of or damage to property of others will only be for the account of the owner of the property.
  - f. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Property In Transit shown on the Schedule.
  - 2) Property held as samples or for delivery after sale.
  - d. "Valuable papers and records", as used in this Additional Coverage only, means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.
- But "valuable papers and records" does not mean "money" or "securities" (as defined under Additional Coverage 7. above, "Employee Dishonesty"), converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.
- e. This Additional Coverage does not apply to:
    - 1) Errors or omissions in processing or copying; or
    - 2) Electrical or magnetic injury, disturbance or erasure of electronic recordings.

### 23. Signs

- a. Covered Property includes signs. Paragraph p. of "Property Not Covered" is amended to read:
  - p. The following property while outside of buildings:
    - (1) Grain, hay, straw or other crops;
    - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.
- b. The second paragraph of the LIMITS OF INSURANCE section is replaced by the following:
 

The most we will pay for loss or damage to each outdoor sign in any one occurrence is Limit shown for Signs on the Schedule.

### 24. Valuable Papers and Records – Including Cost of Research

- a. We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss. The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.
- b. Covered Property, as used in this Additional Coverage, means "valuable papers and records" that are your property or property of others in your care, custody or control.
- c. Covered Property does not include:
  - 1) Property that cannot be replaced with other property of like kind and quality; or
- f. "Valuable Papers and Records – Cost of Research" in the COVERAGE EXTENSIONS Section does not apply to "valuable papers and records", as defined in this Additional Coverage.
- g. "Valuable papers and records" are valued based on the full cost of replacement or reproduction at the time of direct physical loss or damage when they are actually replaced or reproduced. If "valuable papers and records" are not replaced or reproduced, the value is based on the cost of blank materials.
- h. "Valuable papers and records" not owned by you are valued on the same basis as your "valuable papers and records", but we will not pay more than the amount for which you are contractually liable.
- i. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Valuable Papers and Records shown on the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL PROPERTY - COVERAGE FORM EXTENSION B

In consideration of an additional premium of: **\$1,000.**

The Limits of Insurance are provided for the Additional Coverages shown below:

Coverages	Limit of Insurance
1. Accounts Receivable	\$100,000
2. Brands and Labels	\$50,000
3. Claim Expenses	\$25,000
4. Consequential Damage	\$50,000
5. Debris Removal	\$100,000
6. Electronic Data Processing Property	\$50,000
7. Employee Dishonesty	\$10,000
8. Exhibition, Fair or Trade Show	\$50,000
9. Fine Arts	\$50,000
10. Fire Department Service Charges	\$50,000
11. Fire Equipment Recharge	\$50,000
12. Installation on Job Site	\$25,000
13. Inventory Cost and Appraisal	\$50,000
14. Money & Securities On and Off Premises	\$10,000
15. Miscellaneous Unnamed Locations	\$250,000
16. Newly Acquired or Constructed Property	\$1,000,000
17. Ordinance or Law Coverage	\$1,000,000 Combined A, B & C
Coverage <b>A</b> - Loss to the Undamaged Portion of the Building	
Coverage <b>B</b> - Demolition Cost of Coverage	
Coverage <b>C</b> - Increased Cost of Construction	
18. Outdoor Property	\$10,000/\$500 per item
19. Personal Effects and Property of Others	\$50,000
20. Pollutant Clean Up	\$25,000
21. Property Off-Premises	\$100,000
22. Property In Transit	\$50,000
23. Signs	\$25,000
24. Valuable Papers and Records including cost of Research	\$100,000
25. Backup or Overflow of Water from a Sewer, Drain or Sump	\$10,000

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits of Insurance for any of these Additional Coverages, the Limit Of Insurance shown in the Declarations will reflect your total Limit Of Insurance.

**A deductible amount of \$2500** or the amount stated on the Declarations Page, whichever is greater, will apply to each loss after all other adjustments have been made unless otherwise stated. If no deductible is shown in the Declarations with the Additional Coverage, then the Property Deductible will apply.

**NO DUPLICATION OF COVERAGE:** If more than one coverage or deductible of this policy applies to the same loss, damage or expense, only the largest applicable Limit of Insurance and deductible amount will apply.

Unless stated otherwise, all of the following changes modify only the insurance provided under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, when such coverages are provided under this policy.

### **1. Accounts Receivable**

- a. We will pay:
  - 1) All amounts due from your customers that you are unable to collect;
  - 2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - 3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
  - 4) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from Covered Causes of Loss to your records of accounts receivable within the premises shown in the Declarations.
- b. We will not pay for loss or damage:
  - 1) Caused by or resulting from bookkeeping, accounting or billing errors or omissions;
  - 2) Caused by or resulting from alteration, falsification, concealment or destruction of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property;
  - 3) Caused by or resulting from unauthorized instructions to transfer property to any person or to any place; or
  - 4) That requires any audit of records or any inventory computation to prove its factual existence.
- c. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the applicable Limit of Insurance for Accounts Receivable shown on the Schedule.

### **2. Brands and Labels**

- a. If branded or labeled merchandise that is Covered Property is damaged by any Covered Cause of Loss, and we take all or part of the property at an agreed or appraised value, we will pay expenses you incur to:
  - 1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
  - 2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Brands and Labels shown on the Schedule.

### **3. Claim Expenses**

- a. In the event of covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:
  - 1) The investigation or a claim or suit; or
  - 2) The determination of the amount of loss, such as taking inventory.
- b. However, we will not pay for:
  - 1) Expenses to prove that loss or damage is covered;
  - 2) Expenses incurred under the Appraisal Loss Condition;
  - 3) Expenses incurred for examinations under oath, even if required by us; or
  - 4) Public adjusters' fees.
- c. The most we will pay under this Additional Coverage for all expenses in any one occurrence is the Limit of Insurance for Claim Expenses shown on the Schedule.
- d. No deductible applies to this Additional Coverage.

### **4. Consequential Damage**

- a. If a Covered Cause of Loss occurs to covered "stock," we will pay any reduction in value of the remaining undamaged parts of covered "stock."
- b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Consequential Damage shown on the Schedule.

### **5. Debris Removal**

The additional limit of \$10,000 for "Debris Removal," shown in A., 4., a. Debris Removal, (4), is increased to the Limit shown for Debris Removal on the Schedule.

### **6. Electronic Data Processing Property**

- a. We will pay for direct physical loss or damage to your "electronic data processing property" caused by or resulting from any Covered Cause of Loss.

The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.

b. "Electronic Data Processing Property" means:

- 1) "Electronic data processing equipment";
- 2) "Electronic data processing media"; and
- 3) "Telephone equipment".

c. "Electronic data processing equipment" means:

- 1) Data processing systems;
- 2) Electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself; and
- 3) Equipment, component parts and related peripheral equipment, including air-conditioning and fire protection equipment, used solely for data processing operations.

d. "Electronic data processing equipment" does not mean:

- 1) Systems, equipment or parts held for sale or distribution;
- 2) Systems, equipment or parts that have been sold;
- 3) Systems, equipment or parts in the course of manufacture; or
- 4) "Telephone equipment".

e. "Electronic data processing media" means:

- 1) Punch cards, tapes, discs, diskettes, drums, cells;
- 2) Other magnetic or optical recording or storage devices;
- 3) Any software, data, or other information recorded on such media; and
- 4) Any original source material used to enter or program such information.

f. "Electronic data processing media" does not mean:

- 1) Media held for sale or distribution;
- 2) Media that has been sold; or
- 3) "Telephone equipment".

g. "Telephone equipment" means telephone systems and their component parts you own or in your care, custody or control. "Telephone equipment" does not mean telephone systems or their component parts for sale or sold.

h. This Additional Coverage does not apply to:

- 1) The cost to research, replace or restore the information on "Electronic data processing media"; or
- 2) Loss or damage caused by or resulting from errors or omissions in the development of, programming of, or instructions to:

a) "Electronic data processing equipment"; or

b) "Electronic data processing media" which is faulty, inadequate or defective for the use intended at the time of loss or damage.

i. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Electronic Data Processing Property shown on the Schedule.

## 7. Employee Dishonesty

a. We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

b. This Additional Coverage covers acts committed within the United States of America (including its territories and possessions), Puerto Rico and Canada.

c. This Additional Coverage does not apply to:

- 1) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon an inventory computation or a profit and loss computation; or
- 2) Loss resulting from fraudulent or dishonest signing, issuing, canceling or failure to cancel, a warehouse receipt or any papers connected with it.

d. "Employee" does not include you, any of your partners, or any leased employee, whether acting alone or in collusion with others.

e. "Money" means: Currency, coins and bank notes in current use and having a face value; and Travelers checks, register checks and money orders held for sale to the public.

f. "Other Property" means any tangible property other than "money" and "securities" that has intrinsic value.

g. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

- 1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- 2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

- h. "Theft" means the unlawful taking of "money", "securities" and "other property" to your deprivation.
- i. The most we will pay under this Additional Coverage for loss in any one occurrence is the Limit of Insurance for Employee Dishonesty shown on the Schedule.
- j. "Occurrence", as used in this Additional Coverage, means all loss caused by, or involving, one or more "employees", whether the result of a single act or a series of acts.

## **8. Exhibition, Fair Or Trade Show**

- a. We will pay for direct physical loss or damage to Covered Property caused by or resulting from any Covered Cause of Loss while temporarily on public display at any exhibition, fair or trade show within the United States of America (including its territories and possessions), Puerto Rico or Canada.
- b. Covered Property, as used in this Additional Coverage, means Your Business Personal Property and personal property of others that is in your care, custody or control. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.
- c. This Additional Coverage does not apply to:
  - 1) "Electronic data processing property", as defined under Additional Coverage 6 above;
  - 2) Property in transit to or from any exhibition, fair or trade show;
  - 3) "Fine arts", as defined under Additional Coverage 9 below; or
  - 4) "Valuable papers and records", as defined under Additional Coverage 24 below.
- d. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Exhibition, Fair or Trade Show shown on the Schedule.

## **9. Fine Arts**

- a. We will pay for direct physical loss of or damage to "Fine Arts" from any of the Covered Causes of Loss. The loss or damage must occur at, or within 1,000 feet of, the premises described in the Declarations. The "fine arts" must be your property or the property of others that are in your care, custody or control.
- b. "Fine Arts" means paintings, rare books, manuscripts, pictures, prints, etchings, drawings, tapestries, art glass windows, rare glass,

bronzes, antique silver, statuary, potteries, porcelains, marble, other bona fide works of art, and other items of rarity or historical value.

- c. We will not pay for loss or damage caused by or resulting from any repairing, restoration or retouching of the "fine arts".
- d. "Fine arts" are valued based on their "market value" at the time of loss or damage. With respect to "Fine arts" not owned by you, we will not pay more than the amount for which you are contractually liable. "Market value" is the price which the "fine arts" might be expected to realize if offered for sale in a fair market on the date of loss or damage.
- e. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Fine Arts shown on the Schedule.

## **10. Fire Department Service Charges**

The additional limit of \$1,000 for "Fire Department Service Charges", shown in A., 4., c., is increased to the Limit shown on the Schedule.

## **11. Fire Equipment Recharge**

- a. We will pay expenses you incur to recharge your automatic fire protection equipment that was discharged:
  - 1) To fight a fire; or
  - 2) As the result of any Covered Cause of Loss.
- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Fire Equipment Recharge shown on the Schedule.
- c. No deductible applies to this Additional Coverage

## **12. Installation on Job Site**

- a. We will pay for direct physical loss of or damage to Your Business Personal Property that you have sold under an installation agreement, caused by or resulting from any Covered Cause of Loss, while such property is:
  - 1) At a job site or temporarily warehoused elsewhere:
    - a) Awaiting and during installation;
    - b) Awaiting and during tests; or
    - c) Awaiting acceptance by the buyer; or
  - 2) In transit to or from such job site or temporary warehouse.

- b. This Additional Coverage applies to property located within the United States of America (including its territories and possessions), Puerto Rico and Canada.
- c. We will not pay for any loss or damage to:
  - 1) Property not part of or destined to become part of the installation; or
  - 2) Tools, materials, supplies, fixtures, or any other property other than property that you have sold and are contractually obligated to install.
- d. The insurance provided by this Additional Coverage ends when one of the following first occurs:
  - 1) This policy expires or is cancelled;
  - 2) The property is accepted by the purchaser;
  - 3) The property is put to use for its intended purpose;
  - 4) Your interest in the property ceases; or
  - 5) You abandon the installation with no intent to complete it.
- e. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Installation on Job Site shown on the Schedule.

### **13. Inventory Cost and Appraisal**

- a. We will pay for the cost of any inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to which this insurance applies.
- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Inventory Cost and Appraisal shown on the Schedule.

### **14. Money And Securities**

- a. We will pay for direct physical loss or damage to "money" or "securities" caused by or resulting from any Covered Cause of Loss. The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.
- b. We will deduct from any payment we make for loss or damage to "money" or "securities" the amount you recover from other insurance carried by you or by others.
- c. The words "money" and "securities" have the meanings assigned to them under Additional Coverage 7. above, "Employee Dishonesty".
- d. The most we will pay under this Additional Coverage for loss or damage in any one

occurrence is the Limit of Insurance for Money and Securities shown on the Schedule.

### **15. Miscellaneous Unnamed Locations**

- a. The following changes modify insurance provided under the Building and Personal Property Coverage Form:
  - b. The Coverage Form is extended to include your interest in Covered Property at any unnamed location you own, lease or operate within the United States of America (including its territories and possessions), Puerto Rico or Canada. An "unnamed location" is a location other than the premises described in the Declarations.
- c. This Additional Coverage does not apply to:
  - 1) Property in the care, custody, or control of your salespersons;
  - 2) Property while at any exhibition, fair, or trade show;
  - 3) "Electronic data processing property", as defined under Additional Coverage 6 above;
  - 4) "Fine arts", as defined under Additional Coverage 9 above;
  - 5) "Valuable papers and records", as defined under Additional Coverage 24. below.
  - 6) Property while in transit; or
  - 7) Newly Acquired or Constructed property that is covered under Additional Coverage 16 below.
- d. The following changes modify insurance provided under:
  - Business Income (Without Extra Expense) Coverage Form
  - Business Income (And Extra Expense) Coverage Form
  - Extra Expense Coverage Form
  - 1) The Coverage Form is extended to pay for "loss" at any unnamed location you own, lease or operate within the United States of America (including its territories and possessions), Puerto Rico or Canada. An "unnamed location" is a location other than the premises described in the Declarations.
  - 2) "Loss", as used in this Additional Coverage, means Extra Expense or Loss of Business Income to which the applicable Coverage Form applies.
  - 3) This Additional Coverage does not apply to Newly Acquired Locations that are covered under Additional Coverage 16. below.
- e. The following provisions modify insurance provided under all Coverage Forms.

- f. The Deductible shown in the Declarations applies to this Additional Coverage.
- g. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Miscellaneous Unnamed Locations shown on the Schedule, regardless of the number of coverages or Coverage Forms applicable..

#### **16. Newly Acquired or Constructed Property**

- a. The following changes modify insurance provided under the Building and Personal Property Coverage Form:
  - 1) The additional limits shown for "Newly Acquired or Constructed Property" in the COVERAGE EXTENSIONS Section are deleted.
  - 2) The time shown in paragraph (3)(b) is increased from 30 days to 90 days.
- b. The following changes modify insurance provided under:
  - Business Income (Without Extra Expense) Coverage Form
  - Business Income (And Extra Expense) Coverage Form
  - Extra Expense Coverage Form
  - 1) The additional limits shown for "Newly Acquired Locations" in the COVERAGE EXTENSIONS Section are deleted.
  - 2) The time shown in paragraph c.(2) is increased from 30 days to 90 days
- c. The following provision modifies insurance provided under all Coverage Forms:
- d. The most we will pay under this Additional Coverage for loss and damage in any one occurrence at each building is the Limit of Insurance for Newly Acquired or Constructed Property shown on the Schedule, regardless of the number of coverages or Coverage Forms applicable.

#### **17. Ordinance or Law Coverage**

- a. Each Coverage – Coverage A, Coverage B and Coverage C – applies only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the Building property identified for that Coverage(s) in the Schedule.

- b. We will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

#### **c. Coverage**

- 1) Coverage A – Coverage for Loss to the Undamaged Portion of the Building

If a Covered Cause of Loss occurs to covered Building property, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:

- a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c) Is in force at the time of loss.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered Building property. Coverage A does not increase the Limit of Insurance.

- 2) Coverage B – Demolition Cost Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

The COINSURANCE Additional Condition does not apply to Demolition Cost Coverage.

- 3) Coverage C – Increased Cost of Construction Coverage

- a) If a Covered Cause of Loss occurs to the covered Building property, we will pay for the increased cost to:

- (1) Repair or reconstruct damaged portions of that Building property; and/or
- (2) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

(1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

(2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The COINSURANCE Additional Condition does not apply to Increased Cost of Construction Coverage.

b) When covered Building property is damaged or destroyed by a Covered Cause of Loss and Coverage C applies to that property in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

The items listed in b.(1) through b.(4) above are deleted from Property Not Covered, but only with respect to the coverage described in this provision, 3.b.

## 18. Outdoor Property

The additional limit shown for "Outdoor Property" in the COVERAGE EXTENSIONS Section is increased from \$1,000 to the Limit shown on the Schedule, but we will not pay more than \$250 for any one tree, shrub or plant.

## 19. Personal Effects and Property of Others

a. "Personal Effects and Property of Others" in the COVERAGE EXTENSIONS Section is replaced with the following:

You may extend the insurance that applies to Your Business Personal Property to apply to:

- 1) Personal effects owned by you, your officers, your partners, or your employees. "Personal effects" includes tools owned by your employees that are used in your business.
- 2) Personal property of others that is in your care, custody, or control.

b. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

c. The most we will pay for loss or damage under this Extension at each described premises is the Limit of Insurance for Personal Effects and Property of Others shown on the Schedule.

## 20. Pollutant Clean Up and Removal

The additional limit of \$10,000 shown for "Pollutant Clean Up and Removal" in the ADDITIONAL COVERAGES Section is increased to the Limit shown on the Schedule.

## 21. Property Off-Premises

The additional limit shown for "Property Off Premises" in the COVERAGE EXTENSIONS Section is increased from \$1,000 to the Limit shown on the Schedule.

## 22. Property in Transit

a. This Extension applies only to your personal property to which coverage applies.

b. You may extend the insurance provided by:

- 1) Your Business Personal Property;
- 2) Accounts Receivable;
- 3) Electronic Data Processing Equipment; and
- 4) Exhibition, Fair or Trade Show

to apply to that property while in transit more than 100 feet from the described premises. The property is covered only while it is in transit by means of motor vehicle, railroad, or aircraft between points within the United States of America (including its territories and possessions), Puerto Rico or Canada. "In transit" includes ordinary, reasonable, and necessary stops, interruptions, delays or transfers incidental to the route and method of shipment but not while at premises you own, lease or operate.

c. This Additional Coverage does not apply to:

- 1) Property in the care, custody, or control of your salespersons;
- 2) Property shipped by mail;
- 3) Property of others for which you are responsible as a:
  - a) Carrier for hire; or
  - b) Car loader, consolidator, broker, freight forwarded, shipping association, or other arranger of transportation;
- 4) Property that is covered under any other insurance;
- 5) Loss of damage caused by or resulting from poor or insufficient packaging or packing; or
- 6) Loss or damage that is covered under Additional Coverage 12. above, "Installation on Job Site".



- d. "Property In Transit" in the ADDITIONAL COVERAGE EXTENSIONS of the Causes of Loss – Special Form is deleted.
- e. The following additional conditions apply to this Additional Coverage:
  - 1) We will not pay for loss or damage if you impair our rights to recover damages from any carrier for hire. But you may accept from carriers for hire bills of lading, receipts, contracts, or transportation, which contain a limitation of value.
  - 2) Our payment of loss of or damage to property of others will only be for the account of the owner of the property.
- f. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Property In Transit shown on the Schedule.

## 23. Signs

- a. Covered Property includes signs. Paragraph p. of "Property Not Covered" is amended to read:
  - p. The following property while outside of buildings:
    - (1) Grain, hay, straw or other crops;
    - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.
- b. The second paragraph of the LIMITS OF INSURANCE section is replaced by the following:
 

The most we will pay for loss or damage to each outdoor sign in any one occurrence is Limit shown for Signs on the Schedule.

## 24. Valuable Papers and Records – Including Cost of Research

- a. We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss. The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.
- b. Covered Property, as used in this Additional Coverage, means "valuable papers and records" that are your property or property of others in your care, custody or control.
- c. Covered Property does not include:
  - 1) Property that cannot be replaced with other property of like kind and quality; or

- 2) Property held as samples or for delivery after sale.

- d. "Valuable papers and records", as used in this Additional Coverage only, means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities" (as defined under Additional Coverage 7. above, "Employee Dishonesty"), converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

- e. This Additional Coverage does not apply to:
  - 1) Errors or omissions in processing or copying; or
  - 2) Electrical or magnetic injury, disturbance or erasure of electronic recordings.
- f. "Valuable Papers and Records – Cost of Research" in the COVERAGE EXTENSIONS Section does not apply to "valuable papers and records", as defined in this Additional Coverage.
- g. "Valuable papers and records" are valued based on the full cost of replacement or reproduction at the time of direct physical loss or damage when they are actually replaced or reproduced. If "valuable papers and records" are not replaced or reproduced, the value is based on the cost of blank materials.
- h. "Valuable papers and records" not owned by you are valued on the same basis as your "valuable papers and records", but we will not pay more than the amount for which you are contractually liable.
- i. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Valuable Papers and Records shown on the Schedule.

## 25. Back Up or Overflow of Water From A Sewer, Drain or Sump

- a. Exclusion 1.g. (3) in the Causes of Loss – Special Form, applicable to water that backs up or overflows from a sewer, drain or sump, does not apply.
- b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Back Up or Overflow of Water from A Sewer, Drain or Sump shown on the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL PROPERTY - COVERAGE FORM EXTENSION C**

The Limits of Insurance are provided for the Additional Coverages shown in the Schedule below:

<b>Coverages</b>	<b>Limit of Insurance</b>
1. Accounts Receivable	
2. Brands and Labels	
3. Claim Expenses	
4. Consequential Damage	
5. Debris Removal	
6. Deferred Payments	
7. Electronic Data Processing Property	
8. Employee Dishonesty	
9. Exhibition, Fair or Trade Show	
10. Fine Arts	
11. Fire Department Service Charges	
12. Fire Equipment Recharge	
13. Installation on Job Site	
14. Inventory Cost and Appraisal	
15. Money & Securities On and Off Premises	
16. Miscellaneous Unnamed Locations	
17. Newly Acquired or Constructed Property	
18. Ordinance or Law Coverage	
Coverage <b>A</b> - Loss to the Undamaged Portion of the Building	
Coverage <b>B</b> - Demolition Cost of Coverage	
Coverage <b>C</b> - Increased Cost of Construction	
19. Outdoor Property	
20. Personal Effects and Property of Others	
21. Pollutant Clean Up	
22. Property Off-Premises	
23. Property In Transit	
24. Signs	
25. Valuable Papers and Records including cost of Research	
26. Backup or Overflow of Water from a Sewer, Drain or Sump	

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits of Insurance for any of these Additional Coverages, the Limit Of Insurance shown in the Declarations will reflect your total Limit Of Insurance. **A deductible amount of \$\_\_\_\_\_** or the amount stated on the Declarations Page, whichever is greater, will apply to each loss after all other adjustments have been made unless otherwise stated. If no deductible is shown in the Declarations with the Additional Coverage, then the Property Deductible will apply.

Unless stated otherwise, all of the following changes modify only the insurance provided under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, when such coverages are provided under this policy.

**1. Accounts Receivable**

- a. We will pay:
  - 1) All amounts due from your customers that you are unable to collect;
  - 2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - 3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
  - 4) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from Covered Causes of Loss to your records of accounts receivable within the premises shown in the Declarations.
- b. We will not pay for loss or damage:
  - 1) Caused by or resulting from bookkeeping, accounting or billing errors or omissions;
  - 2) Caused by or resulting from alteration, falsification, concealment or destruction of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property;
  - 3) Caused by or resulting from unauthorized instructions to transfer property to any person or to any place; or
  - 4) That requires any audit of records or any inventory computation to prove its factual existence.
- c. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the applicable Limit of Insurance for Accounts Receivable shown on the Schedule.

**2. Brands and Labels**

- a. If branded or labeled merchandise that is Covered Property is damaged by any Covered Cause of Loss, and we take all or part of the property at an agreed or appraised value, we will pay expenses you incur to:
  - 1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
  - 2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.
- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is

the Limit of Insurance for Brands and Labels shown on the Schedule.

**3. Claim Expenses**

- a. In the event of covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:
  - 1) The investigation or a claim or suit; or
  - 2) The determination of the amount of loss, such as taking inventory.
- b. However, we will not pay for:
  - 1) Expenses to prove that loss or damage is covered;
  - 2) Expenses incurred under the Appraisal Loss Condition;
  - 3) Expenses incurred for examinations under oath, ever if required by us; or
  - 4) Public adjusters' fees.
- c. The most we will pay under this Additional Coverage for all expenses in any one occurrence is the Limit of Insurance for Claim Expenses shown on the Schedule.
- d. No deductible applies to this Additional Coverage.

**4. Consequential Damage**

- a. If a Covered Cause of Loss occurs to covered "stock," we will pay any reduction in value of the remaining undamaged parts of covered "stock."
- b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Consequential Damage shown on the Schedule.

**5. Debris Removal**

The additional limit of \$10,000 for "Debris Removal," shown in A., 4., a. Debris Removal, (4), is increased to the Limit shown for Debris Removal on the Schedule.

**6. Electronic Data Processing Property**

- a. We will pay for direct physical loss or damage to your "electronic data processing property" caused by or resulting from any Covered Cause of Loss. The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.
- b. "Electronic Data Processing Property" means:
  - 1) "Electronic data processing equipment";
  - 2) "Electronic data processing media"; and

- 3) "Telephone equipment".
  - c. "Electronic data processing equipment" means:
    - 1) Data processing systems;
    - 2) Electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself; and
    - 3) Equipment, component parts and related peripheral equipment, including air-conditioning and fire protection equipment, used solely for data processing operations.
  - d. "Electronic data processing equipment" does not mean:
    - 1) Systems, equipment or parts held for sale or distribution;
    - 2) Systems, equipment or parts that have been sold;
    - 3) Systems, equipment or parts in the course of manufacture; or
    - 4) "Telephone equipment".
  - e. "Electronic data processing media" means:
    - 1) Punch cards, tapes, discs, diskettes, drums, cells;
    - 2) Other magnetic or optical recording or storage devices;
    - 3) Any software, data, or other information recorded on such media; and
    - 4) Any original source material used to enter or program such information.
  - f. "Electronic data processing media" does not mean:
    - 1) Media held for sale or distribution;
    - 2) Media that has been sold; or
    - 3) "Telephone equipment".
  - g. "Telephone equipment" means telephone systems and their component parts you own or in your care, custody or control. "Telephone equipment" does not mean telephone systems or their component parts for sale or sold.
  - h. This Additional Coverage does not apply to:
    - 1) The cost to research, replace or restore the information on "Electronic data processing media"; or
    - 2) Loss or damage caused by or resulting from errors or omissions in the development of, programming of, or instructions to:
      - a) "Electronic data processing equipment"; or
      - b) "Electronic data processing media" which is faulty, inadequate or defective for the use intended at the time of loss or damage.
  - i. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Electronic Data Processing Property shown on the Schedule.
- 7. Employee Dishonesty**
- a. We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
  - b. This Additional Coverage covers acts committed within the United States of America (including its territories and possessions), Puerto Rico and Canada.
  - c. This Additional Coverage does not apply to:
    - 1) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon an inventory computation or a profit and loss computation; or
    - 2) Loss resulting from fraudulent or dishonest signing, issuing, canceling or failure to cancel, a warehouse receipt or any papers connected with it.
  - d. "Employee" does not include you, any of your partners, or any leased employee, whether acting alone or in collusion with others.
  - e. "Money" means: Currency, coins and bank notes in current use and having a face value; and Travelers checks, register checks and money orders held for sale to the public.
  - f. "Other Property" means any tangible property other than "money" and "securities" that has intrinsic value.
  - g. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
    - 1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
    - 2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
  - h. "Theft" means the unlawful taking of "money", "securities" and "other property" to your deprivation.
  - i. The most we will pay under this Additional Coverage for loss in any one occurrence is the

Limit of Insurance for Employee Dishonesty shown on the Schedule.

- j. "Occurrence", as used in this Additional Coverage, means all loss caused by, or involving, one or more "employees", whether the result of a single act or a series of acts.

#### **8. Exhibition, Fair Or Trade Show**

- a. We will pay for direct physical loss or damage to Covered Property caused by or resulting from any Covered Cause of Loss while temporarily on public display at any exhibition, fair or trade show within the United States of America (including its territories and possessions), Puerto Rico or Canada.
- b. Covered Property, as used in this Additional Coverage, means Your Business Personal Property and personal property of others that is in your care, custody or control. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.
- c. This Additional Coverage does not apply to:
- 1) "Electronic data processing property", as defined under Additional Coverage 6 above;
  - 2) Property in transit to or from any exhibition, fair or trade show;
  - 3) "Fine arts", as defined under Additional Coverage 9 below; or
  - 4) "Valuable papers and records", as defined under Additional Coverage 24 below.
- d. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Exhibition, Fair or Trade Show shown on the Schedule.

#### **9. Fine Arts**

- a. We will pay for direct physical loss of or damage to "Fine Arts" from any of the Covered Causes of Loss. The loss or damage must occur at, or within 1,000 feet of, the premises described in the Declarations. The "fine arts" must be your property or the property of others that are in your care, custody or control.
- b. "Fine Arts" means paintings, rare books, manuscripts, pictures, prints, etchings, drawings, tapestries, art glass windows, rare glass, bronzes, antique silver, statuary, potteries, porcelains, marble, other bona fide works of art, and other items of rarity or historical value.

- c. We will not pay for loss or damage caused by or resulting from any repairing, restoration or retouching of the "fine arts".
- d. "Fine arts" are valued based on their "market value" at the time of loss or damage. With respect to "Fine arts" not owned by you, we will not pay more than the amount for which you are contractually liable. "Market value" is the price which the "fine arts" might be expected to realize if offered for sale in a fair market on the date of loss or damage.
- e. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Fine Arts shown on the Schedule.

#### **10. Fire Department Service Charges**

The additional limit of \$1,000 for "Fire Department Service Charges", shown in A., 4., c., is increased to the Limit shown on the Schedule.

#### **11. Fire Equipment Recharge**

- a. We will pay expenses you incur to recharge your automatic fire protection equipment that was discharged:
- 1) To fight a fire; or
  - 2) As the result of any Covered Cause of Loss.
- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Fire Equipment Recharge shown on the Schedule.
- c. No deductible applies to this Additional Coverage

#### **12. Installation on Job Site**

- a. We will pay for direct physical loss of or damage to Your Business Personal Property that you have sold under an installation agreement, caused by or resulting from any Covered Cause of Loss, while such property is:
- 1) At a job site or temporarily warehoused elsewhere:
    - a) Awaiting and during installation;
    - b) Awaiting and during tests; or
    - c) Awaiting acceptance by the buyer; or
  - 2) In transit to or from such job site or temporary warehouse.
- b. This Additional Coverage applies to property located within the United States of America (including its territories and possessions), Puerto Rico and Canada.

- c. We will not pay for any loss or damage to:
  - 1) Property not part of or destined to become part of the installation; or
  - 2) Tools, materials, supplies, fixtures, or any other property other than property that you have sold and are contractually obligated to install.
- d. The insurance provided by this Additional Coverage ends when one of the following first occurs:
  - 1) This policy expires or is cancelled;
  - 2) The property is accepted by the purchaser;
  - 3) The property is put to use for its intended purpose;
  - 4) Your interest in the property ceases; or
  - 5) You abandon the installation with no intent to complete it.
- e. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Installation on Job Site shown on the Schedule.

### **13. Inventory Cost and Appraisal**

- a. We will pay for the cost of any inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to which this insurance applies.
- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Inventory Cost and Appraisal shown on the Schedule.

### **14. Money And Securities**

- a. We will pay for direct physical loss or damage to "money" or "securities" caused by or resulting from any Covered Cause of Loss. The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.
- b. We will deduct from any payment we make for loss or damage to "money" or "securities" the amount you recover from other insurance carried by you or by others.
- c. The words "money" and "securities" have the meanings assigned to them under Additional Coverage 7. above, "Employee Dishonesty".
- d. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Money and Securities shown on the Schedule.

### **15. Miscellaneous Unnamed Locations**

- a. The following changes modify insurance provided under the Building and Personal Property Coverage Form:
  - b. The Coverage Form is extended to include your interest in Covered Property at any unnamed location you own, lease or operate within the United States of America (including its territories and possessions), Puerto Rico or Canada. An "unnamed location" is a location other than the premises described in the Declarations.
- c. This Additional Coverage does not apply to:
  - 1) Property in the care, custody, or control of your salespersons;
  - 2) Property while at any exhibition, fair, or trade show;
  - 3) "Electronic data processing property", as defined under Additional Coverage 6 above;
  - 4) "Fine arts", as defined under Additional Coverage 9 above;
  - 5) "Valuable papers and records", as defined under Additional Coverage 24. below.
  - 6) Property while in transit; or
  - 7) Newly Acquired or Constructed property that is covered under Additional Coverage 16 below.
- d. The following changes modify insurance provided under:
  - Business Income (Without Extra Expense) Coverage Form
  - Business Income (And Extra Expense) Coverage Form
  - Extra Expense Coverage Form
  - 1) The Coverage Form is extended to pay for "loss" at any unnamed location you own, lease or operate within the United States of America (including its territories and possessions), Puerto Rico or Canada. An "unnamed location" is a location other than the premises described in the Declarations.
  - 2) "Loss", as used in this Additional Coverage, means Extra Expense or Loss of Business Income to which the applicable Coverage Form applies.
  - 3) This Additional Coverage does not apply to Newly Acquired Locations that are covered under Additional Coverage 16. below.
- e. The following provisions modify insurance provided under all Coverage Forms.
- f. The Deductible shown in the Declarations applies to this Additional Coverage.

- g. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Miscellaneous Unnamed Locations shown on the Schedule, regardless of the number of coverages or Coverage Forms applicable..

#### **16. Newly Acquired or Constructed Property**

- a. The following changes modify insurance provided under the Building and Personal Property Coverage Form:
  - 1) The additional limits shown for "Newly Acquired or Constructed Property" in the COVERAGE EXTENSIONS Section are deleted.
  - 2) The time shown in paragraph (3)(b) is increased from 30 days to 90 days.
- b. The following changes modify insurance provided under:
  - Business Income (Without Extra Expense) Coverage Form
  - Business Income (And Extra Expense) Coverage Form
  - Extra Expense Coverage Form
  - 1) The additional limits shown for "Newly Acquired Locations" in the COVERAGE EXTENSIONS Section are deleted.
  - 2) The time shown in paragraph c.(2) is increased from 30 days to 90 days
- c. The following provision modifies insurance provided under all Coverage Forms:
- d. The most we will pay under this Additional Coverage for loss and damage in any one occurrence at each building is the Limit of Insurance for Newly Acquired or Constructed Property shown on the Schedule, regardless of the number of coverages or Coverage Forms applicable.

#### **17. Ordinance or Law Coverage**

- a. Each Coverage – Coverage A, Coverage B and Coverage C – applies only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the Building property identified for that Coverage(s) in the Schedule.
- b. We will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

#### **c. Coverage**

- 1) Coverage A – Coverage for Loss to the Undamaged Portion of the Building

If a Covered Cause of Loss occurs to covered Building property, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:

- a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c) Is in force at the time of loss.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered Building property. Coverage A does not increase the Limit of Insurance.

#### **2) Coverage B – Demolition Cost Coverage**

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

The COINSURANCE Additional Condition does not apply to Demolition Cost Coverage.

#### **3) Coverage C – Increased Cost of Construction Coverage**

- a) If a Covered Cause of Loss occurs to the covered Building property, we will pay for the increased cost to:

- (1) Repair or reconstruct damaged portions of that Building property; and/or
- (2) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The COINSURANCE Additional Condition does not apply to Increased Cost of Construction Coverage.

- b) When covered Building property is damaged or destroyed by a Covered Cause of Loss and Coverage C applies to that property in accordance with **3.a.** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **3.a.:**

- (1) The cost of excavations, grading, backfilling and filling;
- (2) Foundation of the building;
- (3) Pilings; and
- (4) Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision, **3.b.**

#### **18. Outdoor Property**

The additional limit shown for "Outdoor Property" in the COVERAGE EXTENSIONS Section is increased from \$1,000 to the Limit shown on the Schedule, but we will not pay more than \$250 for any one tree, shrub or plant.

#### **19. Personal Effects and Property of Others**

- a. "Personal Effects and Property of Others" in the COVERAGE EXTENSIONS Section is replaced with the following:

You may extend the insurance that applies to Your Business Personal Property to apply to:

- 1) Personal effects owned by you, your officers, your partners, or your employees. "Personal effects" includes tools owned by your employees that are used in your business.
  - 2) Personal property of others that is in your care, custody, or control.
- b. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.
- c. The most we will pay for loss or damage under this Extension at each described premises is the Limit of Insurance for Personal Effects and Property of Others shown on the Schedule.

#### **20. Pollutant Clean Up and Removal**

The additional limit of \$10,000 shown for "Pollutant Clean Up and Removal" in the ADDITIONAL COVERAGES Section is

increased to the Limit shown on the Schedule.

#### **21. Property Off-Premises**

The additional limit shown for "Property Off Premises" in the COVERAGE EXTENSIONS Section is increased from \$1,000 to the Limit shown on the Schedule.

#### **22. Property in Transit**

- a. This Extension applies only to your personal property to which coverage applies.
- b. You may extend the insurance provided by:
- 1) Your Business Personal Property;
  - 2) Accounts Receivable;
  - 3) Electronic Data Processing Equipment; and
  - 4) Exhibition, Fair or Trade Show
- to apply to that property while in transit more than 100 feet from the described premises. The property is covered only while it is in transit by means of motor vehicle, railroad, or aircraft between points within the United States of America (including its territories and possessions), Puerto Rico or Canada. "In transit" includes ordinary, reasonable, and necessary stops, interruptions, delays or transfers incidental to the route and method of shipment but not while at premises you own, lease or operate.
- c. This Additional Coverage does not apply to:
- 1) Property in the care, custody, or control of your salespersons;
  - 2) Property shipped by mail;
  - 3) Property of others for which you are responsible as a:
    - a) Carrier for hire; or
    - b) Car loader, consolidator, broker, freight forwarded, shipping association, or other arranger of transportation;
  - 4) Property that is covered under any other insurance;
  - 5) Loss of damage caused by or resulting from poor or insufficient packaging or packing; or
  - 6) Loss or damage that is covered under Additional Coverage 12. above, "Installation on Job Site".
- d. "Property In Transit" in the ADDITIONAL COVERAGE EXTENSIONS of the Causes of Loss – Special Form is deleted.
- e. The following additional conditions apply to this Additional Coverage:



- 1) We will not pay for loss or damage if you impair our rights to recover damages from any carrier for hire. But you may accept from carriers for hire bills of lading, receipts, contracts, or transportation, which contain a limitation of value.
  - 2) Our payment of loss of or damage to property of others will only be for the account of the owner of the property.
- f. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Property In Transit shown on the Schedule.

### **23. Signs**

- a. Covered Property includes signs. Paragraph p. of "Property Not Covered" is amended to read:
- p. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
  - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.
- b. The second paragraph of the LIMITS OF INSURANCE section is replaced by the following:
- The most we will pay for loss or damage to each outdoor sign in any one occurrence is Limit shown for Signs on the Schedule.

### **24. Valuable Papers and Records – Including Cost of Research**

- a. We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss. The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.
- b. Covered Property, as used in this Additional Coverage, means "valuable papers and records" that are your property or property of others in your care, custody or control.
- c. Covered Property does not include:
- 1) Property that cannot be replaced with other property of like kind and quality; or
  - 2) Property held as samples or for delivery after sale.
- d. "Valuable papers and records", as used in this Additional Coverage only, means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities" (as defined under Additional Coverage 7. above, "Employee Dishonesty"), converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

- e. This Additional Coverage does not apply to:
- 1) Errors or omissions in processing or copying; or
  - 2) Electrical or magnetic injury, disturbance or erasure of electronic recordings.
- f. "Valuable Papers and Records – Cost of Research" in the COVERAGE EXTENSIONS Section does not apply to "valuable papers and records", as defined in this Additional Coverage.
- g. "Valuable papers and records" are valued based on the full cost of replacement or reproduction at the time of direct physical loss or damage when they are actually replaced or reproduced. If "valuable papers and records" are not replaced or reproduced, the value is based on the cost of blank materials.
- h. "Valuable papers and records" not owned by you are valued on the same basis as your "valuable papers and records", but we will not pay more than the amount for which you are contractually liable.
- i. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Valuable Papers and Records shown on the Schedule.

### **25. Back Up or Overflow of Water From A Sewer, Drain or Sump**

- a. Exclusion 1.g. (3) in the Causes of Loss – Special Form, applicable to water that backs up or overflows from a sewer, drain or sump, does not apply.
- b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Back Up or Overflow of Water from A Sewer, Drain or Sump shown on the Schedule.

POLICY NUMBER:

COMMERCIAL PROPERTY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SEWER & DRAINS BACK UP AMENDMENT**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Form CP 10 30 04 02, Section B. EXCLUSIONS, g. Water, subparagraph (3), is hereby deleted from the Causes of Loss Special Form, subject to a limit of \$\_\_\_\_\_ per occurrence.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LOCKED VEHICLE WARRANTY**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
INLAND MARINE COVERAGE FORM

Perils not insured is extended to include the following exclusion:

We will not pay for a "loss" caused by or resulting from theft from any unattended vehicle unless at the time of theft its windows and doors were closed and locked and it has a fully enclosed vehicle body or has compartments that were closed and locked and there are visible signs that the vehicle theft was the result of forced entry.

This exclusion does not apply to property in the custody of a carrier for hire.

POLICY NUMBER:

COMMERCIAL PROPERTY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTOMATIC COOKING PROTECTION SYSTEMS**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Coverage is hereby provided for damage to an Automatic Cooking Protection Systems-Damage resulting from the accidental discharge of chemicals from an automatic cooking protection system, subject to a sub-limit of \$\_\_\_\_\_ per occurrence.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL PROPERTY - COVERAGE FORM EXTENSION G

The Limits of Insurance are provided for the Additional Coverages shown in the Schedule below:

Coverages	Limit of Insurance
1. Accounts Receivable	\$50,000
2. Brands and Labels	\$25,000
3. Claim Expenses	\$10,000
4. Consequential Damage	\$25,000
5. Debris Removal	\$50,000
6. Deferred Payments	\$25,000
7. Electronic Data Processing Property	\$25,000
8. Employee Dishonesty	\$5,000
9. Exhibition, Fair or Trade Show	\$10,000
10. Fine Arts	\$25,000
11. Fire Department Service Charges	\$25,000
12. Fire Equipment Recharge	\$10,000
13. Installation on Job Site	\$10,000
14. Inventory Cost and Appraisal	\$250,000
15. Money & Securities On and Off Premises	\$5,000
16. Miscellaneous Unnamed Locations	\$100,000
17. Newly Acquired or Constructed Property	\$500,000
18. Ordinance or Law Coverage	\$25,000 Combined A, B & C
Coverage <b>A</b> - Loss to the Undamaged Portion of the Building	
Coverage <b>B</b> - Demolition Cost of Coverage	
Coverage <b>C</b> - Increased Cost of Construction	
19. Outdoor Property	\$2, 500/\$250 per item
20. Personal Effects and Property of Others	\$25,000
21. Pollutant Clean Up	\$15,000
22. Property Off-Premises	\$25,000
23. Property In Transit	\$25,000
24. Signs	\$10,000
25. Valuable Papers and Records including cost of Research	\$50,000
26. Tees, Fairways, Greens and Grounds	\$10,000 per green/\$200,000 max
27. Additional Golf Course Property	\$50,000
28. Golf Carts	\$1,000 per cart

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits of Insurance for any of these Additional Coverages, the Limit Of Insurance shown in the Declarations will reflect your total Limit Of Insurance.

**A deductible amount of \$1,000** will apply to each loss for items 1 through 25 after all other adjustments have been made unless otherwise stated. If no deductible is shown in the Declarations with the Additional Coverage, then the Property Deductible will apply.

**A deductible amount of \$1,000** will apply to each loss for items 26 through 28 after all other adjustments have been made unless otherwise stated. If no deductible is shown in the Declarations with the Additional Coverage, then the Property Deductible will apply.

Unless stated otherwise, all of the following changes modify only the insurance provided under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, when such coverages are provided under this policy.

**1. Accounts Receivable**

- a. We will pay:
  - 1) All amounts due from your customers that you are unable to collect;
  - 2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - 3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
  - 4) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from Covered Causes of Loss to your records of accounts receivable within the premises shown in the Declarations.
- b. We will not pay for loss or damage:
  - 1) Caused by or resulting from bookkeeping, accounting or billing errors or omissions;
  - 2) Caused by or resulting from alteration, falsification, concealment or destruction of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property;
  - 3) Caused by or resulting from unauthorized instructions to transfer property to any person or to any place; or
  - 4) That requires any audit of records or any inventory computation to prove its factual existence.
- c. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the applicable Limit of Insurance for Accounts Receivable shown on the Schedule.

**2. Brands and Labels**

- a. If branded or labeled merchandise that is Covered Property is damaged by any Covered Cause of Loss, and we take all or part of the property at an agreed or appraised value, we will pay expenses you incur to:
  - 1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
  - 2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Brands and Labels shown on the Schedule.

**3. Claim Expenses**

- a. In the event of covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:
  - 1) The investigation or a claim or suit; or
  - 2) The determination of the amount of loss, such as taking inventory.
- b. However, we will not pay for:
  - 1) Expenses to prove that loss or damage is covered;
  - 2) Expenses incurred under the Appraisal Loss Condition;
  - 3) Expenses incurred for examinations under oath, even if required by us; or
  - 4) Public adjusters' fees.
- c. The most we will pay under this Additional Coverage for all expenses in any one occurrence is the Limit of Insurance for Claim Expenses shown on the Schedule.
- d. No deductible applies to this Additional Coverage.

**4. Consequential Damage**

- a. If a Covered Cause of Loss occurs to covered "stock," we will pay any reduction in value of the remaining undamaged parts of covered "stock."
- b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Consequential Damage shown on the Schedule.

**5. Debris Removal**

The additional limit of \$10,000 for "Debris Removal," shown in A., 4., a. Debris Removal, (4), is increased to the Limit shown for Debris Removal on the Schedule.

**6. Electronic Data Processing Property**

- a. We will pay for direct physical loss or damage to your "electronic data processing property" caused by or resulting from any Covered Cause of Loss.

The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.

b. "Electronic Data Processing Property" means:

- 1) "Electronic data processing equipment";
- 2) "Electronic data processing media"; and
- 3) "Telephone equipment".

c. "Electronic data processing equipment" means:

- 1) Data processing systems;
- 2) Electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself; and
- 3) Equipment, component parts and related peripheral equipment, including air-conditioning and fire protection equipment, used solely for data processing operations.

d. "Electronic data processing equipment" does not mean:

- 1) Systems, equipment or parts held for sale or distribution;
- 2) Systems, equipment or parts that have been sold;
- 3) Systems, equipment or parts in the course of manufacture; or
- 4) "Telephone equipment".

e. "Electronic data processing media" means:

- 1) Punch cards, tapes, discs, diskettes, drums, cells;
- 2) Other magnetic or optical recording or storage devices;
- 3) Any software, data, or other information recorded on such media; and
- 4) Any original source material used to enter or program such information.

f. "Electronic data processing media" does not mean:

- 1) Media held for sale or distribution;
- 2) Media that has been sold; or
- 3) "Telephone equipment".

g. "Telephone equipment" means telephone systems and their component parts you own or in your care, custody or control. "Telephone equipment" does not mean telephone systems or their component parts for sale or sold.

h. This Additional Coverage does not apply to:

- 1) The cost to research, replace or restore the information on "Electronic data processing media"; or
- 2) Loss or damage caused by or resulting from errors or omissions in the development of, programming of, or instructions to:

a) "Electronic data processing equipment"; or

b) "Electronic data processing media" which is faulty, inadequate or defective for the use intended at the time of loss or damage.

i. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Electronic Data Processing Property shown on the Schedule.

## 7. Employee Dishonesty

a. We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

b. This Additional Coverage covers acts committed within the United States of America (including its territories and possessions), Puerto Rico and Canada.

c. This Additional Coverage does not apply to:

- 1) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon an inventory computation or a profit and loss computation; or
- 2) Loss resulting from fraudulent or dishonest signing, issuing, canceling or failure to cancel, a warehouse receipt or any papers connected with it.

d. "Employee" does not include you, any of your partners, or any leased employee, whether acting alone or in collusion with others.

e. "Money" means: Currency, coins and bank notes in current use and having a face value; and Travelers checks, register checks and money orders held for sale to the public.

f. "Other Property" means any tangible property other than "money" and "securities" that has intrinsic value.

g. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

- 1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- 2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

- h. "Theft" means the unlawful taking of "money", "securities" and "other property" to your deprivation.
- i. The most we will pay under this Additional Coverage for loss in any one occurrence is the Limit of Insurance for Employee Dishonesty shown on the Schedule.
- j. "Occurrence", as used in this Additional Coverage, means all loss caused by, or involving, one or more "employees", whether the result of a single act or a series of acts.

#### **8. Exhibition, Fair Or Trade Show**

- a. We will pay for direct physical loss or damage to Covered Property caused by or resulting from any Covered Cause of Loss while temporarily on public display at any exhibition, fair or trade show within the United States of America (including its territories and possessions), Puerto Rico or Canada.
- b. Covered Property, as used in this Additional Coverage, means Your Business Personal Property and personal property of others that is in your care, custody or control. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.
- c. This Additional Coverage does not apply to:
  - 1) "Electronic data processing property", as defined under Additional Coverage 6 above;
  - 2) Property in transit to or from any exhibition, fair or trade show;
  - 3) "Fine arts", as defined under Additional Coverage 9 below; or
  - 4) "Valuable papers and records", as defined under Additional Coverage 24 below.
- d. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Exhibition, Fair or Trade Show shown on the Schedule.

#### **9. Fine Arts**

- a. We will pay for direct physical loss of or damage to "Fine Arts" from any of the Covered Causes of Loss. The loss or damage must occur at, or within 1,000 feet of, the premises described in the Declarations. The "fine arts" must be your property or the property of others that are in your care, custody or control.
- b. "Fine Arts" means paintings, rare books, manuscripts, pictures, prints, etchings, drawings, tapestries, art glass windows, rare glass,

bronzes, antique silver, statuary, potteries, porcelains, marble, other bona fide works of art, and other items of rarity or historical value.

- c. We will not pay for loss or damage caused by or resulting from any repairing, restoration or retouching of the "fine arts".
- d. "Fine arts" are valued based on their "market value" at the time of loss or damage. With respect to "Fine arts" not owned by you, we will not pay more than the amount for which you are contractually liable. "Market value" is the price which the "fine arts" might be expected to realize if offered for sale in a fair market on the date of loss or damage.
- e. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Fine Arts shown on the Schedule.

#### **10. Fire Department Service Charges**

The additional limit of \$1,000 for "Fire Department Service Charges", shown in A., 4., c., is increased to the Limit shown on the Schedule.

#### **11. Fire Equipment Recharge**

- a. We will pay expenses you incur to recharge your automatic fire protection equipment that was discharged:
  - 1) To fight a fire; or
  - 2) As the result of any Covered Cause of Loss.
- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Fire Equipment Recharge shown on the Schedule.
- c. No deductible applies to this Additional Coverage

#### **12. Installation on Job Site**

- a. We will pay for direct physical loss of or damage to Your Business Personal Property that you have sold under an installation agreement, caused by or resulting from any Covered Cause of Loss, while such property is:
  - 1) At a job site or temporarily warehoused elsewhere:
    - a) Awaiting and during installation;
    - b) Awaiting and during tests; or
    - c) Awaiting acceptance by the buyer; or
  - 2) In transit to or from such job site or temporary warehouse.



- b. This Additional Coverage applies to property located within the United States of America (including its territories and possessions), Puerto Rico and Canada.
- c. We will not pay for any loss or damage to:
  - 1) Property not part of or destined to become part of the installation; or
  - 2) Tools, materials, supplies, fixtures, or any other property other than property that you have sold and are contractually obligated to install.
- d. The insurance provided by this Additional Coverage ends when one of the following first occurs:
  - 1) This policy expires or is cancelled;
  - 2) The property is accepted by the purchaser;
  - 3) The property is put to use for its intended purpose;
  - 4) Your interest in the property ceases; or
  - 5) You abandon the installation with no intent to complete it.
- e. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Installation on Job Site shown on the Schedule.

### **13. Inventory Cost and Appraisal**

- a. We will pay for the cost of any inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to which this insurance applies.
- b. The most we will pay under this Additional Coverage for expenses in any one occurrence is the Limit of Insurance for Inventory Cost and Appraisal shown on the Schedule.

### **14. Money And Securities**

- a. We will pay for direct physical loss or damage to "money" or "securities" caused by or resulting from any Covered Cause of Loss. The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.
- b. We will deduct from any payment we make for loss or damage to "money" or "securities" the amount you recover from other insurance carried by you or by others.
- c. The words "money" and "securities" have the meanings assigned to them under Additional Coverage 7. above, "Employee Dishonesty".
- d. The most we will pay under this Additional Coverage for loss or damage in any one

occurrence is the Limit of Insurance for Money and Securities shown on the Schedule.

### **15. Miscellaneous Unnamed Locations**

- a. The following changes modify insurance provided under the Building and Personal Property Coverage Form:
  - b. The Coverage Form is extended to include your interest in Covered Property at any unnamed location you own, lease or operate within the United States of America (including its territories and possessions), Puerto Rico or Canada. An "unnamed location" is a location other than the premises described in the Declarations.
- c. This Additional Coverage does not apply to:
  - 1) Property in the care, custody, or control of your salespersons;
  - 2) Property while at any exhibition, fair, or trade show;
  - 3) "Electronic data processing property", as defined under Additional Coverage 6 above;
  - 4) "Fine arts", as defined under Additional Coverage 9 above;
  - 5) "Valuable papers and records", as defined under Additional Coverage 24. below.
  - 6) Property while in transit; or
  - 7) Newly Acquired or Constructed property that is covered under Additional Coverage 16 below.
- d. The following changes modify insurance provided under:
  - Business Income (Without Extra Expense) Coverage Form
  - Business Income (And Extra Expense) Coverage Form
  - Extra Expense Coverage Form
  - 1) The Coverage Form is extended to pay for "loss" at any unnamed location you own, lease or operate within the United States of America (including its territories and possessions), Puerto Rico or Canada. An "unnamed location" is a location other than the premises described in the Declarations.
  - 2) "Loss", as used in this Additional Coverage, means Extra Expense or Loss of Business Income to which the applicable Coverage Form applies.
  - 3) This Additional Coverage does not apply to Newly Acquired Locations that are covered under Additional Coverage 16. below.
- e. The following provisions modify insurance provided under all Coverage Forms.

- f. The Deductible shown in the Declarations applies to this Additional Coverage.
- g. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Miscellaneous Unnamed Locations shown on the Schedule, regardless of the number of coverages or Coverage Forms applicable..

#### **16. Newly Acquired or Constructed Property**

- a. The following changes modify insurance provided under the Building and Personal Property Coverage Form:
  - 1) The additional limits shown for "Newly Acquired or Constructed Property" in the COVERAGE EXTENSIONS Section are deleted.
  - 2) The time shown in paragraph (3)(b) is increased from 30 days to 90 days.
- b. The following changes modify insurance provided under:
  - Business Income (Without Extra Expense) Coverage Form
  - Business Income (And Extra Expense) Coverage Form
  - Extra Expense Coverage Form
  - 1) The additional limits shown for "Newly Acquired Locations" in the COVERAGE EXTENSIONS Section are deleted.
  - 2) The time shown in paragraph c.(2) is increased from 30 days to 90 days
- c. The following provision modifies insurance provided under all Coverage Forms:
- d. The most we will pay under this Additional Coverage for loss and damage in any one occurrence at each building is the Limit of Insurance for Newly Acquired or Constructed Property shown on the Schedule, regardless of the number of coverages or Coverage Forms applicable.

#### **17. Ordinance or Law Coverage**

- a. Each Coverage – Coverage A, Coverage B and Coverage C – applies only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the Building property identified for that Coverage(s) in the Schedule.

- b. We will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

#### **c. Coverage**

- 1) Coverage A – Coverage for Loss to the Undamaged Portion of the Building

If a Covered Cause of Loss occurs to covered Building property, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:

- a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c) Is in force at the time of loss.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered Building property. Coverage A does not increase the Limit of Insurance.

#### **2) Coverage B – Demolition Cost Coverage**

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

The COINSURANCE Additional Condition does not apply to Demolition Cost Coverage.

#### **3) Coverage C – Increased Cost of Construction Coverage**

- a) If a Covered Cause of Loss occurs to the covered Building property, we will pay for the increased cost to:

- (1) Repair or reconstruct damaged portions of that Building property; and/or
- (2) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

(1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

(2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The COINSURANCE Additional Condition does not apply to Increased Cost of Construction Coverage.

b) When covered Building property is damaged or destroyed by a Covered Cause of Loss and Coverage C applies to that property in accordance with **3.a.** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **3.a.:**

(1) The cost of excavations, grading, backfilling and filling;

(2) Foundation of the building;

(3) Pilings; and

(4) Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision, **3.b.**

## **18. Outdoor Property**

The additional limit shown for "Outdoor Property" in the COVERAGE EXTENSIONS Section is increased from \$1,000 to the Limit shown on the Schedule, but we will not pay more than \$250 for any one tree, shrub or plant.

## **19. Personal Effects and Property of Others**

a. "Personal Effects and Property of Others" in the COVERAGE EXTENSIONS Section is replaced with the following:

You may extend the insurance that applies to Your Business Personal Property to apply to:

- 1) Personal effects owned by you, your officers, your partners, or your employees. "Personal effects" includes tools owned by your employees that are used in your business.
- 2) Personal property of others that is in your care, custody, or control.

b. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

c. The most we will pay for loss or damage under this Extension at each described premises is the Limit of Insurance for Personal Effects and Property of Others shown on the Schedule.

## **20. Pollutant Clean Up and Removal**

The additional limit of \$10,000 shown for "Pollutant Clean Up and Removal" in the ADDITIONAL COVERAGES Section is increased to the Limit shown on the Schedule.

## **21. Property Off-Premises**

The additional limit shown for "Property Off Premises" in the COVERAGE EXTENSIONS Section is increased from \$1,000 to the Limit shown on the Schedule.

## **22. Property in Transit**

a. This Extension applies only to your personal property to which coverage applies.

b. You may extend the insurance provided by:

- 1) Your Business Personal Property;
- 2) Accounts Receivable;
- 3) Electronic Data Processing Equipment; and
- 4) Exhibition, Fair or Trade Show

to apply to that property while in transit more than 100 feet from the described premises. The property is covered only while it is in transit by means of motor vehicle, railroad, or aircraft between points within the United States of America (including its territories and possessions), Puerto Rico or Canada. "In transit" includes ordinary, reasonable, and necessary stops, interruptions, delays or transfers incidental to the route and method of shipment but not while at premises you own, lease or operate.

c. This Additional Coverage does not apply to:

- 1) Property in the care, custody, or control of your salespersons;
- 2) Property shipped by mail;
- 3) Property of others for which you are responsible as a:
  - a) Carrier for hire; or
  - b) Car loader, consolidator, broker, freight forwarded, shipping association, or other arranger of transportation;
- 4) Property that is covered under any other insurance;
- 5) Loss of damage caused by or resulting from poor or insufficient packaging or packing; or
- 6) Loss or damage that is covered under Additional Coverage 12. above, "Installation on Job Site".

- d. "Property In Transit" in the ADDITIONAL COVERAGE EXTENSIONS of the Causes of Loss – Special Form is deleted.
- e. The following additional conditions apply to this Additional Coverage:
  - 1) We will not pay for loss or damage if you impair our rights to recover damages from any carrier for hire. But you may accept from carriers for hire bills of lading, receipts, contracts, or transportation, which contain a limitation of value.
  - 2) Our payment of loss of or damage to property of others will only be for the account of the owner of the property.
- f. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Property In Transit shown on the Schedule.

## 23. Signs

- a. Covered Property includes signs. Paragraph p. of "Property Not Covered" is amended to read:
  - p. The following property while outside of buildings:
    - (1) Grain, hay, straw or other crops;
    - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.
- b. The second paragraph of the LIMITS OF INSURANCE section is replaced by the following:
 

The most we will pay for loss or damage to each outdoor sign in any one occurrence is Limit shown for Signs on the Schedule.

## 24. Valuable Papers and Records – Including Cost of Research

- a. We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss. The loss must occur at, or within 1,000 feet of, the premises described in the Declarations.
- b. Covered Property, as used in this Additional Coverage, means "valuable papers and records" that are your property or property of others in your care, custody or control.
- c. Covered Property does not include:
  - 1) Property that cannot be replaced with other property of like kind and quality; or

- 2) Property held as samples or for delivery after sale.

- d. "Valuable papers and records", as used in this Additional Coverage only, means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities" (as defined under Additional Coverage 7. above, "Employee Dishonesty"), converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

- e. This Additional Coverage does not apply to:
  - 1) Errors or omissions in processing or copying; or
  - 2) Electrical or magnetic injury, disturbance or erasure of electronic recordings.
- f. "Valuable Papers and Records – Cost of Research" in the COVERAGE EXTENSIONS Section does not apply to "valuable papers and records", as defined in this Additional Coverage.
- g. "Valuable papers and records" are valued based on the full cost of replacement or reproduction at the time of direct physical loss or damage when they are actually replaced or reproduced. If "valuable papers and records" are not replaced or reproduced, the value is based on the cost of blank materials.
- h. "Valuable papers and records" not owned by you are valued on the same basis as your "valuable papers and records", but we will not pay more than the amount for which you are contractually liable.
- i. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Valuable Papers and Records shown on the Schedule.

## 25. Back Up or Overflow of Water From A Sewer, Drain or Sump

- a. Exclusion 1.g. (3) in the Causes of Loss – Special Form, applicable to water that backs up or overflows from a sewer, drain or sump, does not apply.
- b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit of Insurance for Back Up or Overflow of Water from A Sewer, Drain or Sump shown on the Schedule.

**26. Tees, Fairways and Greens**

We will pay for your golf course greens, tee areas, fairways, driving ranges, and other outdoor grounds if loss or damage results from one or more of the following causes of loss: Fire, Lightning, Explosion, Windstorm or Hail, Aircraft, Vehicles (except vehicles or equipment operated by the insured or his/her employees), Riot or Civil Commotion, Vandalism or Theft.

**27. Additional Golf Course Property**

We will pay for loss or damage to underground sprinkler systems and equipment, pilings, piers, wharves, docks, fences, bridges, tunnels, walks, patios, other paved surfaces adjacent to greens and fairways, retaining walls that are not part of a building, pipes, dams, hole markers, ball washers, benches, tables, water coolers, flags (including flagsticks), exterior light fixtures, poles, cups, directional signals, and signs resulting from a Covered Cause of loss.

**28. Golf Carts**

You may extend the insurance that applies to your Business Personal Property to apply to:

- a. Golf Carts which you have rented or borrowed for a period of thirty (30) days or less; and
- b. Golf carts owned by club members which are in your care, custody or control.

POLICY NUMBER:

COMMERCIAL PROPERTY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITATION OF CATASTROPHE LIMIT OF LIABILITY**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
INLAND MARINE COVERAGE FORM

Notwithstanding anything in this policy to the contrary, in no event shall this Company's liability under this policy exceed more than \$\_\_\_\_\_, as a result of any one loss, disaster or occurrence, regardless of the number of peril(s), coverage(s), or locations involved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSE GREENS AND FAIRWAYS

### POLICY

PRODUCER:

EFFECTIVE DATE:

ENDORSEMENT NO.:

ADDITIONAL/RETURN PREMIUM:

#### COUNTRY CLUB GOLF COURSE GREENS, TEES AND FAIRWAYS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. The following is added to ISO Form CP0010 under paragraph A, 1. Covered Property.

**SEE SCHEDULE "A" ATTACHED.**

B. Paragraph A 3. Covered cause of loss in ISO form CP0010 is amended and replaced by the following:

We'll cover the direct loss caused specifically by vandalism, malicious mischief or wind to your items in schedule "A" attached.

**C. LIMIT OF INSURANCE**

We'll pay up to \$ . per occurrence for damage to items listed in "A" above on any one hole. The maximum that we'll pay for damages to all items listed in "A" above on the entire golf course in any one occurrence is \$ . The maximum that we'll pay for damages to all items listed in "A" above on the entire golf course during the policy year is \$ .

**D. DEDUCTIBLE AMOUNT**

You'll be responsible for the first \$2,500. of loss. We'll apply your deductible per occurrence, not per Green, Tee, Fairway (etc.) We'll pay the rest of the covered loss up to the Limit of Insurance.

The deductible indicated above replaces any other deductible in you policy with respect to this coverage extension.

**E. REPAIRING YOUR GREENS, TEES AND FAIRWAYS**

When a loss occurs, you agree to let us inspect the damage before making any repairs. We will adjust the loss with you on the basis that you will do the repair work at your cost. When you send us the bill for repairs, we'll subtract the deductible and pay you the balance.

**F. OTHER TERMS**

All other terms and conditions remain the same.

COUNTERSIGNATURE OF AUTHORIZED AGENT:

\_\_\_\_\_  
DATE

## **SCHEDULE “A”**

- ♦ Greens, Tees, and Fairways;
- ♦ Practice Putting Greens, Practice Driving Areas.
- ♦ Fairways rough, sand Traps and other outdoor grounds at the premises described, specifically designed and maintained for the game of golf.
- ♦ Trees, Plants and Shrubs;
- ♦ Benches, Ball washers and course makers
- ♦ Fences, outdoor signs not attached to buildings;
- ♦ Paved walkways, paved Golf car or cart Paths, Bridges and retaining walls; and
- ♦ Irrigation system

All other terms and conditions remain unchanged.

**This endorsement attaches to and becomes a part of the  
PROPERTY POLICY**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COUNTRY CLUB COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE MISCELLANEOUS ARTICLES COVERAGE FORM

1. Paragraph A.1. **Covered Property** is replaced by the following:

**Covered Property**, as used in this Coverage Form, means:

- a. The following described property that you own or is in your care, custody or control:

- (1) **Golf or Tennis Property**, which includes only the following:

- (a) **Golf or Tennis Real Property**, meaning outdoor portions of the premises described in the Schedule specifically designed and maintained for the games of tennis or golf, including:

- (i) Tennis courts;
- (ii) Golf greens, tees, fairways, rough, sand traps, practice putting greens and practice driving ranges;
- (iii) Trees, shrubs and plants;
- (iv) Bridges, roadways, patios, walks, or other paved surfaces not used by motor vehicles designed for highway use;
- (v) Fences and outdoor signs not attached to a building;
- (vi) Retaining walls that are not part of a building;
- (vii) Permanently installed lights and fixtures;
- (viii) Irrigation and sprinkler systems, including underground pipes, flues and drains; and
- (ix) Pilings, piers, wharves, docks and dams in connection with an inland lake or pond;

- (b) **Golf or Tennis Personal Property**, meaning movable equipment, other than **Golf or Tennis Mobile and Maintenance Equipment**, used at the described premises exclusively for the games of tennis or golf, including:

- (i) Tennis nets;
- (ii) Benches and tables;
- (iii) Ball washers;
- (iv) Course and hole markers;
- (v) Flags and flagsticks; and
- (vi) Water coolers.

- (2) **Golf or Tennis Mobile and Maintenance Equipment** used in your business, meaning:

- (a) Golf carts;
- (b) Equipment, miscellaneous tools, vehicles and self-propelled machines (described in schedules on file with us) used exclusively to maintain the portions of the described premises specifically designed for the games of tennis or golf.

- b. **Personal Property of Others**, meaning golf bags, golf clubs, tennis rackets or other equipment (other than golf balls or tennis balls) used exclusively in the games of golf or tennis that are in or on the described premises or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss or damage to personal property of others will only be for the account of the owner of the property.

2. Subparagraph 2.a. under **Property Not Covered** is replaced by the following:  
Covered Property does not include:
  - a. Real Property, other than **Golf or Tennis Real Property**;
3. Paragraph A.3. **Covered Causes of Loss** is replaced by the following:
  - a. With respect to **Golf or Tennis Property** described in 1.a.(1) above, Covered Causes of Loss means the following:
    - (1) Fire.
    - (2) Lightning.
    - (3) Explosion.
    - (4) Windstorm or hail, but not including:
      - (a) Frost or cold weather; or
      - (b) Ice (other than hail), snow or sleet, whether driven by wind or not.
    - (5) Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the described property. This cause of loss includes loss or damage by objects falling from aircraft.  
We will not pay for loss or damage caused by or resulting from vehicles you own or which are operated in the course of your business.
    - (6) Riot or Civil Commotion, including looting occurring at the time and place of a riot or civil commotion.
    - (7) Vandalism, meaning willful and malicious damage to, or destruction of, the described property.
    - (8) Theft.
  - b. With respect to Covered Property other than **Golf or Tennis Property** described in 1.a.(1) above, Covered Causes of Loss means Risks of Direct Physical Loss or Damage to Covered Property except those causes of loss listed in the Exclusions.
4. The following **Additional Coverages** are added to Section A. **Coverage**:
  - a. **Debris Removal**
    - (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
    - (2) Debris Removal does not apply to costs to:
      - (a) Extract "Pollutants" from land or water; or
      - (b) Remove, restore or replace polluted land or water.
  - b. **Pollutant Clean Up and Removal**

We will pay your expense to extract "Pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "Pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "Pollutants". But we will pay for testing which is performed in the course of extracting the "Pollutants" from the land or water.

The most we will pay under this Additional Coverage is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

The amount payable under this Additional Coverage is additional insurance.
  - c. **Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**
    - (1) This Additional Coverage only applies:
      - (a) When the "Fungus" wet or dry rot or bacteria is the result of a "Specified Cause of Loss" other than fire or lightning; and
      - (b) If all reasonable means were used to save and preserve the property from further damage at the time of and after the occurrence.

- (2) We will pay for loss or damage by "Fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
- (a) Direct physical loss or damage to Covered Property caused by "Fungus", wet or dry rot or bacteria, including the cost of removal of the "Fungus", wet or dry rot or bacteria;
  - (b) The cost to tear out and replace any part of the property as needed to gain access to the "Fungus", wet or dry rot or bacteria; and
  - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "Fungus", wet or dry rot or bacteria are present.
- (3) The coverage described under 4.c.(2) of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "Specified Causes of Loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "Fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "Fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period. The amount payable under this Additional Coverage is additional insurance.
- (4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "Fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "Fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "Fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

d. **Limited Coverage for Ordinance or Law**

- (1) This Additional Coverage applies only if:
- (a) The ordinance or law:
    - (i) Regulates the demolition, construction or repair of property, or establishes zoning or land use requirements at the described premises; and
    - (ii) Is in effect at the time of loss; and
  - (b) Covered **Golf or Tennis Real Property** sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law.

But coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

- (2) With respect to covered **Golf or Tennis Real Property** that has sustained covered direct physical damage, we will pay:
- (a) The cost to demolish and clear the site of undamaged parts of the covered **Golf or Tennis Real Property**, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property; and
  - (b) The increased cost to:
    - (i) Repair or reconstruct damaged portions of that property; or
    - (ii) Reconstruct or remodel undamaged portions of that property, whether or not demolition is required;when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.
- However:
- (i) This increased cost coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law; and
  - (ii) We will not pay for the increased cost of construction if the property is not repaired, reconstructed or remodeled.

(3) We will not pay under this Additional Coverage for:

- (a) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "Pollutants" or due to the presence, growth, proliferation, spread or any activity of "Fungus", wet or dry rot or bacteria; or
- (b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Pollutants", "Fungus", wet or dry rot or bacteria.
- (c) Loss due to any ordinance or law that:
  - (i) You were required to comply with before the loss, even if the property was undamaged; and
  - (ii) You failed to comply with.

(4) Limit of Insurance

The most we will pay, for the total of all covered losses under this Additional Coverage is \$10,000. Subject to this Limit of Insurance, the following loss payment provisions apply:

- (a) With respect to the cost to demolish and clear the site of undamaged parts of the covered **Golf or Tennis Real Property**, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- (b) With respect to increased cost coverage:
  - (i) We will not pay:
    - (aa) Until the property is actually repaired or replaced, at the same or another premises; and
    - (bb) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - (ii) If the property is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay is the increased cost of construction at the same premises.
  - (iii) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

The amount payable under this Additional Coverage is additional insurance.

5. The following are added to Section **B. Exclusions**:

- a. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

(1) **Ordinance or Law**

The enforcement of any ordinance or law:

- (a) Regulating the construction, use or repair of any property; or
- (b) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

This exclusion does not apply to the extent that coverage is provided in the **Additional Coverage – Limited Coverage for Ordinance or Law** with respect to loss or damage by a Covered Cause of Loss.

(2) **Earth Movement**

- (a) Earthquake, including any earth sinking, rising or shifting related to such event;
- (b) Landslide, including any earth sinking, rising or shifting related to such event;
- (c) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (d) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in 5.a.(2) (a) through (d) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (e) Volcanic eruption, explosion or effusion.

But if volcanic eruption, explosion or effusion results in fire or Volcanic Action, we will pay for the loss or damage caused by that fire or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (i) Airborne volcanic blast or airborne shock waves;
- (ii) Ash, dust or particulate matter; or
- (iii) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

### (3) **Water**

Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

### (4) **Fungus, Wet Rot, Dry Rot and Bacteria**

Presence, growth, proliferation, spread or any activity of "Fungus", wet or dry rot or bacteria.

But if "Fungus", wet or dry rot or bacteria results in a "Specified Cause of Loss", we will pay for the loss or damage caused by that "Specified Cause of Loss".

This exclusion does not apply:

- (a) When "Fungus", wet or dry rot or bacteria results from fire or lightning; or
- (b) To the extent that coverage is provided in the **Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria** with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions 5.a.(1) through 5.a.(4) apply whether or not the loss event results in widespread damage or affects a substantial area.

- b. We will not pay for loss or damage caused by or resulting from any of the following:

#### (1) **Rain, Snow, Ice or Sleet**

Rain, snow, ice or sleet to personal property in the open.

#### (2) **Pollutants**

Discharge, dispersal, seepage, migration, release or escape of "Pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "Specified Causes of Loss". But if the discharge, dispersal, seepage, migration, release or escape of "Pollutants" results in a "Specified cause of Loss", we will pay for the loss or damage caused by that "Specified Cause of Loss".

This exclusion does not apply to the extent that coverage is provided in the **Additional Coverage – Pollutant Clean Up and Removal** by a Covered Cause of Loss.

- c. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

#### (1) **Acts or Decisions**

Acts or Decisions, including the failure to act or decide, of any person, group, organization or governmental body.

(2) **Faulty Planning, Design, Maintenance**

Faulty, inadequate or defective:

- (a) Planning, zoning, development, surveying, siting;
- (b) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (c) Materials used in repair, construction, renovation or remodeling; or
- (d) Maintenance;

of part or all on any property wherever located.

6. Section C. **LIMITS OF INSURANCE** is replaced by the following:

- a. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Schedule.
- b. The most we will pay for your **Debris Removal** expense in any one occurrence is the Limit of Insurance shown in the Schedule for **Debris Removal**.
- c. Subject to a. above, the "Any One Article" Limit of Insurance shown in the Schedule is the most we will pay for loss or damage to:
  - (1) Any one golf bag, including all golf clubs and other property in or on that golf bag;
  - (2) Any one tennis racket, including its cover and any other property in or on or part of that tennis racket; or
  - (3) Any one article of golf or tennis equipment other than golf bags or tennis rackets, including any other property in, on or part of that article.

This limit applies to any one occurrence, regardless of the types or number of articles that are lost or damaged in that occurrence

- d. Subject to a. above, the "Any One Golf Green" Limit of Insurance shown in the Schedule is the most we will pay for loss or damage to any one golf green, including all **Golf or Tennis Property** associated with that green. This limit applies to any one occurrence, regardless of the types of property or number of articles that are lost or damaged in that occurrence.
- e. The limits applicable to **Additional Coverages** other than **Debris Removal** are in addition to the Limits of Insurance.

7. Section D. **Deductible** is replaced by the following:

- a. We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the applicable Deductible amount shown in the Schedule. We will then pay the amount of the adjusted loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.
- b. We will not pay for your Debris Removal expense until the amount of your expense before applying the Limit of Insurance exceeds the Deductible amount shown in the Schedule for Debris Removal. We will then pay the amount of your expense in excess of the Deductible, up to the Limit of Insurance.
- b. The Deductible Amount shown for "Each Golf Cart" applies to adjusted loss or damage to any one golf cart.
- c. The Deductible Amount shown for "Windstorm or Hail" applies to adjusted loss or damage to **Golf or Tennis Property** caused directly or indirectly by windstorm or hail. The Windstorm or Hail Deductible Amount applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss

8. The following are added to Section H. **Definitions**:

- a. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- b. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- c. "Specified Causes of Loss" means the Causes of Loss described with respect to **Golf or Tennis Property** in 3.a. above, other than Theft.

## 9. Valuation

- a. With respect to **Golf or Tennis Property**, the value of the property will be the least of the following amounts:
  - (1) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
  - (2) The cost of replacing that property with substantially identical property.
- b. With respect to Covered Property other than **Golf or Tennis Property**, the value of the property will be the least of the following:
  - (1) The actual cash value of that property;
  - (2) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
  - (3) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

Section F. **Valuation** of Commercial Inland Marine Conditions is amended accordingly.

10. If the Building and Personal Property Coverage Form is part of this policy, the Outdoor Property Coverage Extension does not apply to property covered under this Miscellaneous Articles Coverage Form.

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## SCHEDULE

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1. Described Premises: **Palm Beach Country Club  
760 North Ocean Blvd.  
Palm Beach, Florida 33480**
- 

2. Limits of Insurance:

<u>Type of Covered Property</u>	<u>Limit of Insurance</u>
<b>Golf or Tennis Property</b>	\$2,000,000.
<b>Maximum Limit Any One Golf Green</b>	\$100,000.
<b>Golf or Tennis Mobile and Maintenance Equipment</b>	\$1,832,500.
<b>Personal Property of Others</b>	\$200,000.
<b>Maximum Limit Any One Article</b>	\$3,000.
<b>Debris Removal</b>	\$1,000,000.

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3. Deductible Amounts:

<u>Type of Covered Property</u>	<u>Deductible Amount</u>
<b>Golf or Tennis Property</b>	
<b>Windstorm or Hail</b>	\$100,000.
<b>Other than Windstorm or Hail</b>	\$10,000.
<b>Golf or Tennis Mobile and Maintenance Equipment</b>	
<b>Each Golf Cart</b>	\$1,500.
<b>Other than Golf Carts</b>	\$1,000.
<b>Personal Property of Others</b>	\$1,000.
<b>Debris Removal</b>	\$10,000.

POLICY NUMBER:

COMMERCIAL PROPERTY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COUNTRY CLUB BROADENED COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE**

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties and what is and is not covered. Throughout this form, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we,” “us” and “our” refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI – DEFINITIONS.

### **I. COVERAGE**

We will pay for direct physical loss of or damage to Covered Property described in this Form caused by or resulting from any Covered Cause of Loss, unless the loss is excluded in Section V. GENERAL EXCLUSIONS AND LIMITATIONS, or elsewhere in this Form.

<b>SCHEDULE</b>	<b>LIMIT OF INSURANCE</b>	<b>AMENDED LIMIT OF INSURANCE</b>
A. Covered Property Extension	\$100,000	\$ _____
Sub-limit trees, plants or shrubs	\$ 25,000	\$ _____
B. Pollutant Cleanup and Removal	\$ 10,000	\$ _____
C. Underground Irrigation System	\$ 5,000	\$ _____
D. Debris Removal	\$ 10,000	\$ _____

### **II. DEDUCTIBLE**

Each loss shall be adjusted separately, and from the amount of such adjusted loss, the sum of \$ \_\_\_\_\_ shall be deducted for all coverage listed under Section I. COVERAGE.



### **III. CONDITIONS**

- A. When not in conflict with the provisions of this Form, all of the conditions of the policy to which this Form is attached shall apply. Property Loss Conditions and Property General Conditions contained in the policy to which this Form is attached also apply.
- B. If any of the property covered by this Form is also covered either under any other provisions of the policy of which this Form is made a part or elsewhere in this Form, you, in the event of loss or damage, may elect to make claim under such other provisions, in which case none of the provisions of this Form are applicable, or under provisions of this Form, in which case coverage as provided by this Form becomes sole coverage on such property. If more than one coverage under this form applies to property that has been damaged from one occurrence, you may choose only one of these coverages to apply to that loss. The most we will pay is the limit applicable to the coverage chosen.
- C. Valuation. Unless otherwise indicated on this Form, we shall not pay more than the actual cash value of the property, with proper deduction for depreciation, at the time of loss or damage. Payment shall never exceed the cost to repair or replace with similar property of like kind and quality.
- D. The total amount payable in any one occurrence shall not exceed the Limit of Insurance specified on the Schedule of this Form, regardless of the number of locations insured.

### **IV. COVERED PROPERTY**

#### **A. Covered Property Extension**

Covered Property is extended to include; fixtures and outdoor fixtures, including glass, fences, awnings, outdoor signs (whether freestanding or attached to the buildings), exterior lighting fixtures or poles, foot bridges, cart bridges, roadways, walks, patios, tennis courts, swimming pools, golf greens, tee boxes, tee markers, flags, benches, ball washers, trees, plants and shrubs (which have been planted and maintained by the insured), practice ranges, fairways, rough and sand traps maintained by the insured and which are a part of the playing surface of a hole and within the boundary area of the fairway, radio and television antennas (including satellite dishes) and their lead-in wiring, masts or towers caused by or resulting from any one of the following causes of loss if they are a Covered Cause of Loss:

- 1. Fire
- 2. Lightning
- 3. Explosion
- 4. Vandalism and Malicious Mischief
- 5. Vehicles (except Vehicles or golf carts owned or operated by you or your employees)
- 6. Aircraft
- 7. Theft

8. Windstorm and Hail
9. Ice and Snow
10. Riot or Civil Commotion

The most we will pay for loss or damage to trees, plants or shrubs under this Extension is \$25,000 during each policy year and not more than \$1,000 for any one tree, plant or shrub. In the event the policy to which this form is attached has a windstorm and/or hail exclusion, there will be no coverage for trees, plants and shrubs the perils of windstorm and hail under this section.

#### **B. Pollutant Cleanup and Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

#### **C. Underground Irrigation System**

**1.** Covers underground irrigation sprinkler systems which are used to irrigate greens, fairways, tee boxes or any other portions of the playing surface of the golf course caused by or resulting from any one of the following causes of loss:

- a. Fire
- b. Lightning
- c. Explosion
- d. Vandalism and Malicious Mischief
- e. Vehicles (except golf carts or maintenance equipment owned or operated by you or your employees).
- f. Aircraft
- g. Theft
- h. Windstorm or Hail
- i. Riot or Civil Commotion

The Irrigation System includes pipes, conduits, electrical wiring, electric or computerized control panels, satellite dishes and sprinkler heads utilized in systems operation.

**2.** Damage to grass, shrubs, trees or any other portion of the playing surface and any consequential loss of income as a result of any loss or damage to the irrigation system, whether or not covered by a Covered Cause of Loss, is excluded.

#### **D. Debris Removal**

We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. The most we will pay under this Additional Coverage is \$10,000 or the Amended Limit of Insurance, if shown in Section I, Coverage.

This Additional Coverage does not apply to costs to:

1. Extract “pollutants” from land or water; or
2. Remove, restore or replace polluted land or water.

#### **V. General Exclusions and Limitations**

In addition to any exclusions found elsewhere in this Form, we will not pay for loss or damage caused by or resulting from any of the following:

1. Delay, loss of market, or loss of use;
2. Loss due to:
  - a. Gradual deterioration;
  - b. Wear and Tear;
  - c. Rust, corrosion, fungus, mold, decay, hidden or latent defect of any quality in property that causes it to damage or destroy itself;
  - d. Smog;
  - e. Settling, cracking, shrinking or expansion; or
  - f. Nesting or infestation by insects, birds, rodents or other animals.

But if loss or damage by the “specified causes of loss” or building glass breakage results, we will pay for that resulting loss or damage.

3. Strikes, lockouts, labor disturbances, or the acts of any person or persons taking part in any such occurrence or disorder (This exclusion does not apply to resulting loss by fire or explosion);
4. Unexplained loss, mysterious disappearance or shortage disclosed on taking inventory;
5. Property in transit while outside of the continental United States and Canada;
6. Bookkeeping, accounting or billing errors or omissions, or loss directly resulting from errors or omissions in processing or copying;
7. Any fraudulent, dishonest or criminal act by you, any partner, or officer, director or trustee thereof while working or otherwise and whether acting alone or in collusion with others;
8. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense;
9. Illegal transportation or trade of property. In addition, we will not pay for loss or damage to contraband, however caused;

10. Any earth movement (other than sinkhole collapse), including but not limited to earthquake, volcanic eruption, landslide, mine subsidence, mudflow, mudslide, earth sinking, earth rising or shifting;
11. Flood, surface water, waves, tides, tidal water, or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
12. Water below the surface of the ground, including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, doors, windows or openings, basement or other floors; or
13. Explosion of steam boilers, steam pipes, steam turbines or steam engines, unless fire or explosion as insured against ensues, and then we shall be liable only for loss caused by the ensuing fire or explosion.
14. Damage caused by rain, snow, ice or sleet to personal property in the open;  
Frozen Plumbing: Water, other liquids, powder, or molten material that leaks or flows from plumbing, heating, air conditioning, or other equipment (except fire protective systems) caused by or resulting from freezing unless:
  - a. You do your best to maintain heat in the building or structure; or
  - b. You drain the equipment and shut off the supply if the heat is not maintained.
15. War and military action:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
16. Nuclear Hazard:  
Nuclear reaction or radiation, or radioactive contamination, however caused. But if loss or damage by fire results, we will pay for that resulting loss or damage.
17. Government Action  
Seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Form.
18. Pollution  
We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any one of the "specified causes of loss". But if loss or damage by the "specified causes of loss" results, we will pay for the resulting damage caused by the "specified causes of loss".

## **VI. Definitions**

### **A. "Operations" means:**

1. Your business activities occurring at the described premises; and
2. The tenant ability of the described premises, for "rental value".

- B. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, lead products, fuel oil, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- C. "Specified Causes of Loss" means the following:  
Fire; lightning; explosion; windstorm or hail; smoke, aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling object; weight of snow, ice or sleet; water damage.
- D. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
- a. The cost of filling sinkholes; or
  - b. Sinking or collapse of land into man-made underground cavities.
- E. Falling objects does not include loss of or damage to:
- a. Personal property in the open; or
  - b. The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- F. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

Nothing herein contained shall be held to vary, alter, waive or extend any of these terms, conditions agreement or limitations of the policy other than as above stated.

This Form must be attached to change endorsement when issued after the policy is written.

<i>SERFF Tracking Number:</i>	<i>PERR-125558094</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Employer's Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>#102424 \$50</i>
<i>Company Tracking Number:</i>	<i>OBIC-CP-ELS-AR-08-01-F</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Entertainment, Leisure and Sports</i>		
<i>Project Name/Number:</i>	<i>OBIC-CP-ELS-AR-08-01-F/OBIC-CP-ELS-AR-08-01-F</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125558094 State: Arkansas  
Filing Company: Employer's Fire Insurance Company State Tracking Number: #102424 \$50  
Company Tracking Number: OBIC-CP-ELS-AR-08-01-F  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Entertainment, Leisure and Sports  
Project Name/Number: OBIC-CP-ELS-AR-08-01-F/OBIC-CP-ELS-AR-08-01-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 04/21/2008  
**Comments:**  
**Attachments:**  
2007 NAIC FFS.pdf  
2007 NAIC PCTD.pdf

**Satisfied -Name:** Memo and Letter of Authorization **Review Status:** Approved 04/21/2008  
**Comments:**  
**Attachments:**  
Filing Memorandum 2008\_Commercial Property.pdf  
OneBeacon authorization letter 2008.pdf

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>OBIC-CP-ELS-AR-08-01-F</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>OBIC-CP-ELS-AR-08-01-R (Exempt)</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Commercial Property - Coverage Form Extension A	CP 300 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Commercial Property - Coverage Form Extension B	CP 301 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Commercial Property - Coverage Form Extension C	CP 302 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Sewer & Drains Back Up Amendment	CP 303 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Locked Vehicle Warranty	CP 304 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Automatic Cooking Protection Systems	CP 305 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Commercial Property - Coverage Form Extension G	CP 306 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Limitation Of Catastrophe Limit Of Liability	CP 3071005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Golf Course Greens And Fairways	CP 308 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Country Club Coverage Endorsement	CP 309 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Country Club Broadened Coverage	CP 310 1005	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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Renewal Business																					
f. State Filing #:																					
g. SERFF Filing #:																					
h. Subject Codes																					

<b>3. Group Name</b>	<b>Group NAIC #</b>
White Mountain Insurance Group	1129

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Employer's Fire Insurance Company	MA	20648	04-1288420	


<b>5. Company Tracking Number</b>	<b>OBIC-CP-ELS-AR-08-01-F</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Neresa Torres 881 Alma Real Drive, Suite 205 Pacific Palisades, CA 90272	Filing Analyst	888-201-5123 x 111	310-230-8529	doi@perrknight.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Neresa Torres

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	1.0000 Property
10. Sub-Type of Insurance (Sub-TOI)	1.0001 Commercial Property
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Entertainment, Leisure and Sports Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: May 12, 2008      Renewal: N/A
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	Insurance Services Office Inc. (ISO)
17. Reference Organization # & Title	All currently approved forms
18. Company's Date of Filing	April 11, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>OBIC-CP-ELS-AR-08-01-F</b>
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of Employers' Fire Insurance Company (the "Company"), we are submitting this filing to introduce a new Entertainment, Leisure and Sports Program. The company is also proposing to adopt currently approved ISO forms. Though we are primarily using the latest Insurance Services Office (ISO) Commercial Property forms for this program approved in this state, we are also filing independent forms that are designed to meet the specialized coverage needs of the entertainment industry. Please see the enclosed memorandum and supporting material for more detailed information.

The Company respectfully requests that the proposed forms be implemented for all policies effective May 12, 2008 or upon earliest possible date of acknowledgment or approval.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** 102424  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## **Filing Memorandum**

### **Entertainment, Leisure and Sports Program**

#### **Commercial Property Line of Business**

The Entertainment, Leisure and Sports Program is a new program to OneBeacon Insurance Group. The underwriting, forms, rates and rules are tailored to the Entertainment Business.

Commercial Property will be rated using the latest loss costs on file with the company. For use in this program, we propose to adopt Loss Cost Multipliers that are the same as the latest Commercial Property Loss Cost Multipliers (LCM) previously filed and approved for this company in our @vantage Program product. Those LCM's are shown on the attached LCM page for this Program.

Though we are primarily using the latest Insurance Services Office (ISO) Commercial Property forms for this program approved in this state, we are also filing independent forms that are designed to meet the specialized coverage needs of the entertainment industry.



February 13, 2008

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule, and form filings on behalf of the following companies, members of the OneBeacon Insurance Group:

OneBeacon Insurance Company	NAIC Number 1129-21970; FEIN 23-1502700
OneBeacon America Insurance Company	NAIC Number 1129-20621; FEIN 04-2475442
OneBeacon Midwest Insurance Company	NAIC Number 1129-42650; FEIN 04-3131487
Employers' Fire Insurance Company	NAIC Number 1129-20648; FEIN 04-1288420
Camden Fire Insurance Association	NAIC Number 1129-21946; FEIN 21-0418860
Atlantic Specialty Insurance Company	NAIC Number 1129-27154; FEIN 13-3362309
York Insurance Company	NAIC Number 1129-31267; FEIN 01-0286287

This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department  
Perr&Knight, Inc.  
881 Alma Real Drive, Suite 205  
Pacific Palisades, CA 90272  
Phone: (310) 230-9339 x120  
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl R. Turner". The signature is written in dark ink and is positioned to the left of a vertical line.

Cheryl Turner  
AVP  
Phone: (781) 332-7202  
e-mail: CTurner@onebeacon.com